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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## **AGENDA**

### **Board of Directors Meeting**

**November 3, 2004**

**Start Time: 9:30 a.m.**

**NOTE NEW LOCATION**  
**San Bernardino Associated Governments**  
**Santa Fe Depot**  
**SANBAG Lobby 1st Floor**  
**1170 W. 3rd Street, San Bernardino, CA**

### **Board of Directors**

**President**

Paul Biane, Supervisor  
County of San Bernardino

Mark Nuaimi, Mayor  
City of Fontana

Bill Alexander, Mayor  
City of Rancho Cucamonga

Paul Cook, Council Member  
Town of Yucca Valley

**Vice-President**

Kelly Chastain, Council Member  
City of Colton

Bea Cortes, Council Member  
City of Grand Terrace

Pat Gilbreath, Council Member  
City of Redlands

Dennis Hansberger, Supervisor  
County of San Bernardino

Jim Nehmens, Mayor  
City of Adelanto

James Lindley, Council Member  
City of Hesperia

Kurt Wilson, Mayor Pro Tem  
City of Rialto

Bill Postmus, Supervisor  
County of San Bernardino

Edward (Ted) Burgnon, Council Member  
Town of Apple Valley

Larry McCallon, Mayor Pro Tem  
City of Highland

Judith Valles, Mayor  
City of San Bernardino

Clifford Young, Supervisor  
County of San Bernardino

Lawrence Dale, Mayor  
City of Barstow

Robert Christman, Council Member  
City of Loma Linda

Jim Bagley, Council Member  
City of Twentynine Palms

Patti Aguiar, Supervisor  
County of San Bernardino

Neal Hertzmann, Council Member  
City of Big Bear Lake

Paul Eaton, Mayor  
City of Montclair

John Pomierski, Mayor  
City of Upland

Anne Mayer, Caltrans  
Ex-Officio Member

Eunice Ulloa, Mayor  
City of Chino

Rebecca Valentine, Council Member  
City of Needles

Mike Rothschild, Council Member  
City of Victorville

Norman R. King  
Executive Director

Gwenn Norton-Perry, Council Member  
City of Chino Hills

Gary Ovitt, Mayor  
City of Ontario

Richard Riddell, Mayor  
City of Yucaipa

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
County Congestion Management Agency  
Service Authority for Freeway Emergencies**

**Board of Directors**

**AGENDA**

**November 3, 2004  
9:30 a.m.**

**Note New Location:**

**San Bernardino Associated Governments  
Santa Fe Depot  
SANBAG Lobby 1st Floor  
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.  
(Meeting chaired by Supervisor Paul Biane)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Vicki Watson

***Notes/Actions:***

1. **Possible Conflict of Interest Issues for the SANBAG Board Meeting of November 3, 2004.** Pg. 9

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

## **Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 17.

### **Administrative Matters**

2. **Board of Directors Attendance Roster** Pg. 11
3. **Procurement Report for September 2004** Pg. 15  
Receive Monthly Procurement Report. **Susan Van Note**  
**Due to the cancellation of the Plans and Programs Committee this item has had no prior policy committee review.**

### **Subregional Transportation Planning & Programming**

4. **Resolution of Support for the High Desert Corridor** Pg. 17  
Approve Resolution No. 05-005, a resolution of support for the High Desert Corridor. **Andrew Green**  
**This item was reviewed by the Mountain/Desert Committee on October 15, 2004, and unanimously recommended for approval.**
5. **US-395 Safety Projects and High Priority Corridor Designation** Pg. 21  
1. Receive report regarding US-395 Safety Projects from I-15 to Kramer Junction.  
2. Support the Eastern California Transportation Planning Partnership's efforts to have US-395 designated a federal High Priority Corridor from I-15 to Reno, NV. **Andrew Green**  
**This item was reviewed by the Mountain/Desert Committee on October 15, 2004, and unanimously recommended for approval.**
6. **Congestion Management Program Cost Allocation** Pg. 25  
1. Approve the cost allocation schedule for the Congestion Management Program (CMP) for 2003/2004; and  
2. Approve invoicing of Mountain/Desert jurisdictions **Deborah Barmack**  
**This item was reviewed by the Mountain/Desert Committee on October 15, 2004, and unanimously recommended for approval**

**Consent Calendar Continued....**

**Project Development**

7. **Amendments to extend period of performance for various contracts** Pg. 33

Approve amendments to extend period of performance:

CN 04-049-01 California Highway Patrol Extend to 12/31/05

CN 98-042-03 Traffic Operations Extend to 12/31/05

CN 98-043-03 Hi-Way Safety Services Extend to 12/31/05

CN 96-019-03 David Evans & Associates Extend to 12/31/05

**Darren Kettle**

**This item was reviewed and unanimously recommended for approval by the Administrative Committee on October 13, 2004.**

8. **Request for Qualifications No. 05-023 for qualified firms to perform Construction Management, Staking, and Materials Testing Services for State Route 210 Segments 1-4 Landscape projects.** Pg. 45

Approve circulation of Request for Qualifications No. 05-023 for qualified firms to perform Construction Management, Staking, and Materials Testing services for State Route 210 Segments 1-4 Landscape projects. **Darren Kettle**

**This item was reviewed and unanimously recommended for approval by the Major Projects Committee on September 9, 2004.**

**Transportation Programs & Fund Administration**

9. **Supplemental Allocation of Congestion Mitigation/Air Quality (CMAQ) Funds to City of Victorville Park & Ride Projects** Pg. 77

Allocate \$493,109 of rescinded and unallocated TEA-21 CMAQ – Mojave Desert Air Basin (MDAB) funds to the following TEA-21 CMAQ-MDAB funded projects requesting supplemental funds that can be obligated by August 2005:

- |    |             |           |                                   |
|----|-------------|-----------|-----------------------------------|
| 1. | Victorville | \$281,987 | Victor Valley College Park & Ride |
| 2. | Victorville | \$211,122 | I-15/Amargosa Park & Ride         |

**This item was reviewed by the Mountain/Desert Committee on October 15, 2004.**



## **DISCUSSION ITEMS**

### **Regional & Quality of Life Programs**

**10. Agreement for Digital Cellular Services for the San Bernardino Call Box Program** Pg. 79

Execute Agreement No. 05-002, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and AT&T Wireless Services, in an amount not to exceed \$664,426.00, for the provision of digital cellular services from November 3, 2004 through June 30, 2010, with the ability to extend the Contract for five one-year options, as outlined in the Financial Impact section below. **Michelle Kirkhoff and Kelly Lynn**

**Due to the cancellation of Plans and Programs Committee, this item has not had prior policy committee review. This contract has been reviewed and approved as to form by SAFE counsel.**

**11. Agreement for Call Box Component Upgrade and Maintenance Services** Pg. 105

1. Execute Agreement No. 05-006, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and Comarco Wireless Technologies (CWT), in an amount not to exceed \$5,785,129 for the one time component upgrade to the call box network, as well as ongoing maintenance services from November 3, 2004 through June 30, 2010, with the ability to extend the Contract for five one-year options, as outlined in the Financial Impact section below, and

2. Amend the Fiscal Year (FY) 2004/2005 Budget, to Task Number (TN) 0570205, an amount of \$2,043,426, per the attached Budget Request Form. **Michelle Kirkhoff**

**Due to the cancellation of Plans and Programs Committee, this item has not had any prior policy committee review. This contract has been reviewed and approved as to form, by the SAFE legal counsel.**

**Discussion Items Continued.....**

**Regional & Quality of Life Programs (Cont.)**

12. **SANBAG Participation in the application for the grant, "Creating Balance Between Goods Movement and Impacts on Local Communities," under the Caltrans program, "Environmental Justice: Context-Sensitive Planning for Communities** Pg. 139

1) Endorse SANBAG participation in the application for the \$250,000 Caltrans grant, "Creating Balance Between Goods Movement and Burdens on Local Communities," being submitted by the Los Angeles County Transportation Authority (MTA), with OCTA, RCTC, SANBAG, and SCAG as partners.

2) Authorize a financial contribution of \$6,000 for Fiscal Year (FY) 2005/2006 as SANBAG's share of funding for a consultant contract to support the analysis of the community impacts of goods movement, to be let and administered by MTA beginning in late 2005. **Ty Schuiling**

**Due to the cancellation of the Plans and Programs Committee, this item has not had prior policy committee review.**

13. **Mountain Travel Demand Model** Pg. 143

Approve Amendment No. 2 to sole source Contract No. 03-059 with Wilbur Smith Associates to extend the period of performance from October 31, 2004, to March 31, 2005. **Deborah Barmack**

**This item has been reviewed by SANBAG Counsel and unanimously recommended for approval by the Mountain/Desert Committee on October 15, 2004.**

**Transit/Commuter Rail**

14. **Sale of Surplus Property Located on the south side of Washington Blvd. between 5<sup>th</sup> and 6<sup>th</sup> Avenues in the City of Upland** Pg. 147

Find that approximately 0.37 acres of non-operating property on the south side of Washington Blvd. between 5<sup>th</sup> and 6<sup>th</sup> Avenues in the City of Upland is no longer required for SANBAG use; (four-fifths vote required).

Approve the Purchase and Sale Agreement (SANBAG Contract 05-026) for the sale of approximately 0.37 acres of non-operating property to the Upland Community Redevelopment Agency for the appraised value of \$330,000 as identified in the Financial Impact Section. **Mike Bair**

**The Purchase and Sale Agreement has been reviewed and approved by SANBAG Counsel. Due to the cancellation of the Plans and Programs Committee this item has not had prior policy committee review.**

**Discussion Items Continued.....****Transportation Programs & Fund Administration****15. Rescission of TEA-21 Surface Transportation Program (STP), Congestion Mitigation/Air Quality (CMAQ), and Transportation Enhancement Activities (TEA) Funds** Pg. 171

1. Approve finding that the following TEA-21 projects will not be able to achieve obligation by the August 2005 deadline and TEA-21 funds rescinded:

a. Adelanto	\$983,866	STP	El Mirage Road Reconstruction
b. SB County	\$1,597,284	STP	National Trails Highway
c. Colton	\$230,524	STP	Main St/Iowa Ave Improvements
d. Highland	\$870,605	STP	Fifth Street Widening
e. San Bernardino	\$1,356,000	STP	State Street Extension
f. Adelanto	\$224,000	CMAQ	Adelanto/Auburn/Jonathan Paving
g. Caltrans	\$1,000,000	CMAQ	I-10/I-215 ITS
h. Colton	\$432,704	CMAQ	Colton San Bernardino Ped/Bikeway
i. Colton	\$340,000	CMAQ	Washington St/Reche Cyn/Hunts Lane
j. Montclair	\$1,590,481	CMAQ	Ramona Ave Grade Separation
k. San Bernardino	\$775,060	CMAQ	East Valley LNG/CNG Facility
l. Colton	\$659,210	TEA	Colton San Bernardino Ped/Bikeway
m. USFS	\$800,000	TEA	Rim of the World Scenic Trail
n. Victorville	\$502,643	TEA	Riverwalk Trail

2. Approve, in concept, replacement of rescinded TEA-21 funds with TEA-3 funds for those projects that have obligated and expended a portion of their allocation.

3. Direct staff to return in one month with specific recommendations for the disposition of all projects subject to rescission of funds.

4. Direct staff to return in one month with recommendations for allocation of rescinded and unallocated TEA-21 funds

**Ty Schuiling**

**This item was reviewed by the Mountain/Desert Committee on October 15, 2004.**

**Discussion Items Continued.....**

**Transportation Programs & Fund Administration (Cont.)**

16. **Transportation Development Act (TDA) – Article 3 Call for Projects** Pg. 175

Authorize the release of TDA Article 3 Call for Projects for 1) Projects to Improve Access to Transit Stops and 2) Pedestrian and Bicycle Projects. **Mike Bair**

**Due to the cancellation of the Plans and Programs Committee, this item has not had prior policy committee review.**

**Other Matters**

17. **Consent Calendar Items Pulled for Discussion**

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

**Comments from Board Members**

**Public Comment**

**Brief Comments by the General Public**

**ADJOURNMENT**

**Additional Information**

**Agency Reports/Committee Memberships**

Commuter Rail Report Pg. 193

Council Member Patricia Gilbreath

South Coast Air Quality Management Report Pg. 197

Council Member Dennis Yates

**SCAG Committees** Pg. 199

SCAG Regional Council

SCAG Standing Committees

Administration Committee

Implementation Committee

Planning Committee

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees Pg. 201

Acronym List Pg. 203

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call, (909) 884-8276.

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the San Bernardino Associated Governments (SANBAG) Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the SANBAG Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino.

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject with SANBAG's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for SANBAG meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** November 3, 2004

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in the any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
7	98-042-03	Traffic Operations <i>Michael Izzy, Jr.</i>	None
7	98-043-03	Hi-Way Safety Services <i>Gary C. Myers</i>	None
7	96-019-03	David Evans & Associates <i>Cliff Simental</i>	None
10	05-002	AT&T Wireless Services <i>Larry E. Lafferty</i> <i>William Evans</i>	None
11	05-006	Comarco Wireless Technologies (CWT) <i>Tom Franza, President</i>	None

\*

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date: November 3, 2004*

*Moved: Second:*

*In Favor: Opposed:*

*Witnessed: \_\_\_\_\_*

13	03-59	Wilbur Smith Associates <i>Arno Hart, Regional VP</i>	None
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***Financial Impact:*** This item has no direct impact on the SANBAG budget.

***Reviewed By:*** This item is prepared monthly for review by SANBAG Board and Committee members.

# BOARD OF DIRECTORS ATTENDANCE ROSTER - 2004

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Patti Aguiar	X	X	X	X	X	X	X					
Bill Postmus	X	X		X	X	X		X		X		
Paul Biane	X	X	X	X		X	X	X		X		
Dennis Hansberger	X	X		X	X	X	X		X			
Clifford Young	X		X	X	X	X		X	X	X		
Jerry Eaves	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence E. Dale	X	X	X	X	X	X	X	X	X	X		
Neal Hertzmann	X	X	X	X	X	X	X	X		X		
Eunice Ulloa	X	X	X	X	X	X	X	X	X	X		
Gwenn Norton-Perry	X	X	*			X			X			
Kelly Chastain	X	X	X	X	X	X	X	X	X	X		
Mark Nuaimi	X	X	X	X	X	X	X	X		X		
Bea Cortes	X	X	X	X	X	X	X	X	X	X		
James Lindley	X	X	X	X	X	X	X	X	X	X		
Larry McCallon	X	X	X	X	X	X	X	X	X	*		
Brad Sundquist	X	X	X	X	X	X	X	X	X	X	X	X
Edward (Ted) Burgnon		X	X	X	X	X	X	X	X	X		
Robert Christman	X	X	X	X	X	X	X		X	X		

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. \*\* - indicates new member



# **BOARD OF DIRECTORS ATTENDANCE ROSTER – 2004**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton	X	X	X	X	X	X	X	X	X	X		
Rebecca Valentine	X	X	X	X	X	X	X		X	X		
Gary Ovitt	X	X	X	X		X	X		X			
Bill Alexander	X	X	X	X	X	X	X	X	X	X		
Pat Gilbreath	X	X	X	X	X	X		X	X	X		
Kurt Wilson	X	X	X	X	X	X	X	X	X	X		
Judith Valles	*	X	*	X	X		X	*	X	X		
Jim Bagley	X	X				X	X	X	X	X		
John Pomierski	X	X			X			X	X			
Mike Rothschild	X	X	X	X	X	X	X	X	X	X		
Dick Riddell	X	X	X	X	X	X	X	X	X	X		
Paul Cook	X	X	X	X	X	X	*	X	X	X		
Jim Nehmens	X	X	X		X		X	X	X	X		
Leonard Paulitz Ex-Officio Member/Alternate	X	X										
Anne Mayer Ex-Official Member	X	X	X	*	X	X	*	X	X	X		

X - indicates member attended meeting.      \* - indicates alternate member attended meeting.      Crossed out box indicates member is not a Board Member.      \*\* - indicates new member

# BOARD OF DIRECTORS ATTENDANCE ROSTER - 2003

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Bill Postmus	X	X	X	X	X	X	X	X		X	X	X
Paul Biane	X	X	X	X		X	X	X	X	X	X	X
Dennis Hansberger	X	X	X	X		X	X	X	X	X	X	X
Fred Aguiar	X	X	X	X	X	X	X	X		X	X	X
Jerry Eaves	X	X	X	X	X	X	X	X	X	X		X
Lawrence E. Dale	X	X	X	X	X	X	X	X	X	X	X	X
Neal Hertzmann	X	X	X	X	X	X		X	X	X	X	X
Eunice Ulloa	X	X	X	X	X	X	X	X		X	X	X
Gwenn Norton-Perry	X	X		X	X	X		X		X	X	*
Kelly Chastain	X	X	X	*	X	X	X	X	X	X	X	X
Mark Nuaimi	X	X	X	X	X	X	X	X	X	X		X
Herman Hilkey	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes	X	X	X	X	X	X	X	*	*	X	X	X
James Lindley	X	X	X	X	X	X	X	X		X	X	X
Brad Sundquist	X	X	X	X	X	X	X	X	X		X	X
Edward (Ted) Burgnon	X	X	X	X	X	X	X	X	X	X	X	X
Robert Christman	X	X	X	X		X	X	X	X	X	X	X

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. \*\* - indicates new member

## BOARD OF DIRECTORS ATTENDANCE ROSTER - 2003

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton		X	X	X	X	X	X	X	*	X	X	X
Billy Bradshaw	X	X	X	*	X	X	*		X	*		
Rebecca Valentine											X	X
Gary Ovitt	X	X	X	X		X	X	X	X	*	X	X
Bill Alexander	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath	X	X	X	X	X	X	X	X	X	X	X	X
Kurt Wilson		X	X	X	X	X	X		X	X	X	X
Grace Vargas	X											
Judith Valles	X	X	X	*	X	*	X	X	X	X	X	X
Jim Bagley	X	X	X	X	X	X	X	X	X	X	X	X
John Pomierski	X	X	X	X	X	X		X		X	X	X
Mike Rothschild	X	X	X	X	X	X	X	X	X	X	X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	*	X	X	X	*	X	X	X	X	X
Tristan Pelayes	X	X	X	X			X					
Jim Nehmens										X	X	X
Leonard Paulitz Ex-Officio Member/Alternate			X	X	X	X	X	X	X	X	X	X
Anne Mayer Ex-Official Member	*	X	X	X	X	X	X			X	X	*

X - indicates member attended meeting.

\* - indicates alternate member attended meeting.

Crossed out box indicates member is not a Board Member.

\*\* - indicates new member

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
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## *Minute Action*

AGENDA ITEM: 3

**Date:** November 3, 2004

**Subject:** Procurement Report for September 2004

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of September 2004.

**Financial Impact:** This item imposes no impact on SANBAG's FY 2003/04 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** Due to the cancellation of the Plans and Programs Committee this item has had no prior policy committee review.

**Responsible Staff:** Susan Van Note, Chief Financial Officer

BRD0411a-svn.doc  
Indirect

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

**PURCHASE ORDERS ISSUED FOR SEPTEMBER 2004**

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
0545	Goforth & Marti Business Interiors	Art Work for Depot	N	\$ 5,597.63
0547	Jackie's Custom Draperies	Blinds – Dept Windows	N	\$ 5,792.66
0548	Robert Wirts, P.E.	On-call CMP Support Service	Y	\$ 20,000.00
		<b>TOTAL PURCHASE ORDERS ISSUED</b>		<b>\$ 31,390.29</b>

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 4

**Date:** November 3, 2004

**Subject:** Resolution of Support for the High Desert Corridor

**Recommendation:\*** Approve Resolution No. 05-005, a resolution of support for the High Desert Corridor.

**Background:** In January 2003, the Project Approval and Environmental Document (PA&ED) phase of the Victor Valley segment of the High Desert Corridor project commenced. The Victor Valley segment of the High Desert Corridor project is the realignment of State Route 18 beginning near Joshua Street in the Town of Apple Valley and ending at US-395 in the City of Adelanto. The corridor will be a four-lane expressway with an interchange at Interstate 15 and will provide access to the Southern California Logistics Airport. Ultimately, the High Desert Corridor will extend west to the Antelope Valley, providing an expressway between the Antelope Valley and the Victor Valley.

The High Desert Corridor (HDC) is a high priority project for the Cities of the Victor Valley and the Antelope Valley in Los Angeles County. The HDC will provide multiple benefits to the high desert region of both counties. The HDC will provide much needed access to the Southern California Logistics Airport and to Palmdale Airport, both of which are expected to grow over the next decade. The HDC will also increase mobility and decrease congestion on local streets and

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*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date: November 3, 2004*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

roads in the Victor Valley region by providing a high speed facility which will serve as an alternative to local streets and roads. Furthermore, the addition of another high speed facility between the Victor Valley and the Antelope Valley will increase safety on SR-138 by providing an alternative route between the respective valleys. As a sign of their commitment to the HDC, the City of Victorville and the Town of Apple Valley have approved resolutions of support for the project.

***Financial Impact:*** This item has no direct impact on the adopted SANBAG Budget. Staff activities associated with this item are consistent with the adopted SANBAG Budget, Task No. 0521300, High Desert Corridor Studies.

***Reviewed By:*** This item was reviewed by the Mountain/Desert Committee on October 15, 2004, and unanimously recommended for approval.

***Responsible Staff:*** Andrew Green  
Transportation Planning Analyst

**RESOLUTION NO. 05-005**

**RESOLUTION OF SAN BERNARDINO ASSOCIATED GOVERNMENTS EXPRESSING  
SUPPORT FOR THE DEVELOPMENT OF THE HIGH DESERT CORRIDOR SURFACE  
TRANSPORTATION FACILITY THROUGH THE LOS ANGELES AND SAN BERNARDINO  
COUNTY AREAS OF CALIFORNIA**

**WHEREAS**, the High Desert region between the Lancaster/Palmdale area of Los Angeles County east through the High Desert region of Adelanto, Apple Valley, Barstow, Hesperia, and Victorville of San Bernardino County, is expected to grow by over one million new residents in the next 10 years; and,

**WHEREAS**, the High Desert region of these two counties provides needed access from the Los Angeles Basin to and through the State of Nevada and points beyond; and,

**WHEREAS**, the ports of Los Angeles and Long Beach expect to increase their truck hauled goods movement to and from this region to points east in the United States and Pacific Rim; and,

**WHEREAS**, the strength and growth of the economy for the entire region depends on adequate surface transportation facilities; and,

**WHEREAS**, the High Desert Cities of San Bernardino County support the High Desert Corridor, a proposed east-west highway which will reduce commuter congestion on Interstate 15, State Route 18, and State Route 138; and,

**WHEREAS**, the High Desert Cities are providing multi-modal opportunities through its airport, highways, and rail system for goods movement through the region and the proposed High Desert Corridor will enhance short-haul and long-haul goods movement in California; and,

**WHEREAS**, the High Desert Corridor will provide much needed access to Southern California Logistics Airport; and,

**WHEREAS**, the High Desert Corridor will connect the High Desert region of San Bernardino County to Palmdale Airport and Edwards Air Force Base, which serve homeland security and national defense;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of San Bernardino Associated Governments supports the expeditious development of the High Desert Corridor.

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** November 3, 2004

**Subject:** US-395 Safety Projects and High Priority Corridor Designation

**Recommendation:\***

1. Receive report regarding US-395 Safety Projects from I-15 to Kramer Junction.
2. Support the Eastern California Transportation Planning Partnership's efforts to have US-395 designated a federal High Priority Corridor from I-15 to Reno, NV.

**Background:** US-395 Safety Projects

US-395 traverses over 560 miles through San Bernardino, Kern, Inyo, Mono, Sierra, Lassen, and Modoc Counties. The San Bernardino County portion is primarily a two-lane undivided highway beginning at Interstate 15 (I-15) in the City of Hesperia, and continuing north to the San Bernardino/Kern County line near the community of Johannesburg. While US-395 is primarily a two-lane facility in San Bernardino County, it does transition to a four-lane divided expressway in several locations in Kern, Inyo, and Mono Counties.

The San Bernardino County portion of US-395, particularly between I-15 and State Route 58 (SR-58), has experienced an abnormally high number of fatal accidents over the last decade. In fact, US-395 was identified by NBC's Dateline Newsmagazine as one of the most dangerous two-lane highways in America. The

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*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date: November 3, 2004*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

high accident rate is attributed to the increasing amount of traffic the road handles and the physical nature of the facility. Not only is the road narrow with few passing lanes, but sight distances are minimized by shallow dips, or "dippity-dooos," that frequent the facility. In all, heavy traffic and the physical attributes of the road require travelers to take particular care when driving this corridor.

In July 2001, the US-395 Project Study Report (PSR) was approved, which identified the need for a larger facility between I-15 and SR-58 to accommodate future demand. Caltrans initiated the Project Approval and Environmental Document (PA&ED) phase of the project following the approval of the PSR. The project involves realigning and widening US-395 to a four or six lane freeway/expressway and building a new interchange with SR-58 at Kramer Junction. The project was suspended in 2002 because Caltrans District 8 did not have sufficient staff to continue work on it. Work was resumed on the project during Fiscal Year 2003/2004, but was suspended again in December 2003. Fortunately, Caltrans District 8 again resumed work on the project in July 2004, and does not foresee another suspension during Fiscal Year 2004/2005.

In the short term, Caltrans District 8 is working on four projects to help alleviate problems on US-395. These projects include:

1. A project to widen and overlay the pavement at the intersection of US-395 and Mojave Drive in the City of Victorville. The project is currently in the design phase and construction is scheduled to begin in 2004. The estimated cost is \$750,000, and the project is funded.
2. A project to construct rumble strips in the median on US-395 from .73 miles north of Valley Drive to 3.1 miles south of Kramer Hills. The project is currently in construction, which began in September 2004. The estimated cost is \$476,000.
3. A project to widen the median and shoulders, and to install rumble strips and turnouts from 8.1 miles south of SR-18 to 10.8 miles south of SR-58. The project is in the environmental phase and approval of the environmental document is scheduled for 2006. The construction cost is estimated at \$17 million, and the project is not funded.
4. A project to adjust vertical grades and curves, and construct passing lanes in two locations from 9.3 miles north of Shadow Mountain Road to Kramer Junction. The project is currently in the PSR phase with the PSR scheduled

for completion in December 2004. The construction cost is estimated at \$7.5 million, and the project is not funded.

In addition, SANBAG continues to work with Caltrans and the Cities of the Victor Valley to develop an interim project along US-395 from I-15 to Desert Flower Road in the City of Adelanto. The interim project will widen the roadway on the existing alignment to 4 lanes with a continuous left center turn lane. The SANBAG Board has previously allocated \$1.4 million of STP and is working with the Cities of Hesperia, Victorville, and Adelanto, and the County of San Bernardino, to provide supplemental funding to complete the project approval and environmental document for this project. Funding for design, right-of-way, and construction has not been identified.

#### High Priority Corridor Designation

The Eastern California Transportation Planning Partnership (ECTPP), created by a Memorandum of Understanding (MOU) between San Bernardino, Kern, Inyo, and Mono Counties in 2002, is currently working on a proposal to submit to Congress to have US-395 designated a federal High Priority Corridor (HPC). The HPC program was created by the Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991. Forty-three (43) corridors have been designated as High Priority Corridors since 1991: Twenty-one (21) corridors nationwide were named in the original program, while eight (8) were added in the National Highway Designation Act of 1995, and fourteen (14) added in 1998 (TEA-21). Additional corridors can be designated with language in the six-year Surface Transportation Act or in the Conference Committee Report on future annual Appropriations Acts. The 19<sup>th</sup> designated HPC is US-395 from Reno, NV to the Canadian Border, designated by ISTEA in 1991. The ECTPP believes it would be appropriate to request Congress to amend the US-395 designation to include the remainder of US-395, from I-15 to Reno, NV. HPC designation would provide the following benefits:

1. US-395 is a High Emphasis Route and one of ten Focus Routes in the State's Interregional Road System. Thus, amending the HPC designation would provide reciprocal status at the federal level.
2. Amended designation would provide increased visibility of the corridor as transportation planning agencies solicit Congress for funding from traditional funding sources (federal discretionary, federal Surface Transportation Program, etc.).

3. Amended designation could increase the likelihood of qualifying for additional federal funds (i.e., Corridors and Borders program) for the project, particularly because Southern California Logistics Airport is adjacent to existing US-395 in Victorville/Adelanto. As the airport reaches its expected capacity, additional emphasis will be placed on US-395.

HPC designation would be extremely beneficial as SANBAG and its partners to the north move forward in developing the US-395 corridor into a more safe and efficient corridor. SANBAG staff recommends support for these efforts.

**Financial Impact:** This item has no direct impact on the adopted SANBAG budget. Staff activities associated with this item are consistent with the adopted SANBAG budget, Task No. 0594100, Mountain/Desert Planning and Project Development. The designation of US-395 from I-15 to Reno, Nevada, could help secure future transportation funds for the development and construction of future improvements on US-395.

**Reviewed By:** This item was reviewed by the Mountain/Desert Committee on October 15, 2004, and unanimously recommended for approval.

**Responsible Staff:** Andrew Green  
Transportation Planning Analyst

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 6

**Date:** November 3, 2004

**Subject:** Congestion Management Program Cost Allocation

**Recommendation:** \*

1. Approve the cost allocation schedule for the Congestion Management Program (CMP) for 2003/2004; and
2. Approve invoicing of Mountain/Desert jurisdictions.

**Background:** Expenses related to the Congestion Management Program for 2003/2004 have been compiled and allocated between the Valley and the Mountain/Desert subareas. In 2003/2004, CMP expenses were charged to the following tasks:

0420305 CMP General	0420340 CMP Morongo Basin
0420310 CMP North Desert	0420350 CMP Victor Valley
0420320 CMP Colorado River	0420360 CMP Valley
0420330 CMP Mountains	

Task No. 0420305, Congestion Management Program General, accumulates expenses related to the general activities and updates of the countywide CMP program. The attached allocation schedule distributes charges to Task No. 0420305 among the Valley and Mountain/Desert jurisdictions on a per capita basis. Task Nos. 0420310 through 0420360, accumulate expenses related to CMP activities in specific geographic subareas. Expenses in the Mountain/Desert tasks are divided equally among the jurisdictions within each subarea. This formula

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date: November 3, 2004*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

provides for sharing of general and administrative expenses among all jurisdictions and allocation of expenses related to specific subareas to be born equally among the affected jurisdictions.

Valley Measure I Transportation Management and Environmental Enhancement Funds are used for expenses relative to CMP activities in the Valley subarea. Mountain/Desert jurisdictions are individually invoiced for their share of CMP expenses.

***Financial Impact:*** This item will result in reimbursement to the Valley Measure I Traffic Management and Environmental Enhancement Fund for expenses that have been incurred on behalf of Mountain/Desert jurisdictions during 2003/2004 relative to CMP activities. Expenditures for the CMP program are consistent with the adopted SANBAG budget.

***Reviewed By:*** This item was reviewed by the Mountain/Desert Committee on October 15, 2004, and unanimously recommended for approval.

***Responsible Staff:*** Deborah Robinson Barmack  
Director of Management Service

# CONGESTION MANAGEMENT PROGRAM COSTS 2003/2004

## COST ALLOCATION

JURISDICTION	TN 0420305	TN 0420310-50	TOTAL
COLORADO RIVER SUBAREA			
Needles	\$ 288.34	\$ 99.69	\$ 388.02
San Bernardino County	129.08	99.69	228.76
MOUNTAINS SUBAREA			
Big Bear Lake	324.04	190.66	514.70
San Bernardino County	2,502.54	190.66	2,693.19
MORONGO BASIN SUBAREA			
Twentynine Palms	1,389.03	66.46	1,455.49
Yucca Valley	991.43	66.46	1,057.89
San Bernardino County	1,344.89	66.46	1,411.34
NORTH DESERT SUBAREA			
Barstow	1,268.13	99.69	1,367.81
San Bernardino County	1,937.23	99.69	2,036.92
VICTOR VALLEY SUBAREA			
Adelanto	1,070.35	661.38	1,731.73
Apple Valley	3,249.40	661.38	3,910.78
Hesperia	3,743.84	661.38	4,405.22
Victorville	4,000.01	661.38	4,661.39
San Bernardino County	3,280.08	661.38	3,941.46
TOTAL	\$25,518.37	\$4,286.32	\$29,804.69

# CONGESTION MANAGEMENT PROGRAM

Assembly Bills 471, 1791, and 3093, first implemented in 1990 by Proposition 111, require adoption and biennial updating of Congestion Management Programs (CMPs) for each county with an urbanized area of more than 50,000 population. In San Bernardino County, San Bernardino Associated Governments (SANBAG) was designated the Congestion Management Agency by the local governments, and is charged with developing and monitoring compliance with the program. Implementation of the program, and local compliance, are required to gain access to transportation funding through the Regional Transportation Improvement Program. The State controller is required to withhold local gas tax subventions from local jurisdictions which are not in conformance with the adopted CMP.

The CMP for San Bernardino County was developed by SANBAG through technical and policy committees with representation from all local jurisdictions, Caltrans, and the private sector. It was adopted by the Congestion Management Agency Board of Directors on November 4, 1992, and was updated in November 1993 and every odd-numbered year thereafter.

## WHAT IS THE INTENT OF THE CMP?

The CMP is intended to strengthen the nexus between transportation and land use decisions, with consideration for air quality. It has resulted in more consistent analysis and a better understanding of regional or multi-jurisdictional transportation consequences of local actions.

## HOW DOES IT ACCOMPLISH THIS?

The CMP requires definition of the regional multimodal transportation system, maintenance of level of service standards on regional roads, and implementation of measures to maximize the efficiency of the existing system. It also provides mechanisms to objectively identify and prioritize improvements to the regional system, and is the vehicle through which various state and federal transportation funds are accessed. The statutory CMP requirements are described below.

## REQUIRED CMP ELEMENTS

1. **Establishment of Level of Service (LOS) Standards, as calculated by a uniform LOS methodology, for the system of highways and principal arterial roadways within the county.** Once designated, no roadway can be removed from the system. All new highways and principal arterials must be added to the system. The LOS standard must be LOS E or better, except on links or intersections which currently operate at LOS F. Deficiency plans must be completed and adopted for facilities which fail to meet the standard. Deficiency plans are described below.
2. **Standards for public transit service including frequency and routing, and for coordination among separate transit operators.**



3. **A trip reduction and travel demand element** that promotes carpools, vanpools, transit, bicycles, park-n-ride, jobs/housing balance, flextime, and parking management.
4. **A program to analyze the impacts of local land use decisions on the regional transportation system**, including an estimate of the costs to mitigate the identified impacts. Development impacts which would cause one or more portions of the designated network to operate at substandard LOS must be mitigated, either through mitigation provided by the project, through the deficiency plan process described below, or by modification of the proposed development.
5. **A capital improvements program (CIP) to maintain or improve the traffic level of service and transit performance standards, and mitigate the regional transportation impacts of further development.** The capital improvements program must conform to transportation-related vehicle emissions air quality mitigation measures. The actions identified within deficiency plans, traffic impact analyses, or other transportation master plans to mitigate the impacts of development and growth will serve as bases for the CIP.

#### MODELING REQUIREMENTS

SANBAG, with cooperation from SCAG, the cities, and the County, is required to develop a uniform data base on traffic impacts for use in transportation computer models or compatible analytical tools. The CMA must approve the consistency of local modeling efforts that are used to determine the impacts of development on the circulation system. Local modeling is to be compatible with CMP models, which in turn are to be consistent with regional models. The data base used in the County is to be consistent with the data base used by SCAG. The CMP model(s) for San Bernardino County are more locally detailed versions of the SCAG Regional model, and are maintained at SCAG's Inland Office.

#### MONITORING

SANBAG must monitor implementation of all elements of the CMP, and is required to make an annual determination of conformance with the CMP for each city and the County. Conformance criteria include:

1. Consistency with LOS and performance standards. Exceptions are segments or intersections for which deficiency plans for implementation of needed improvements have been adopted.
2. Adoption and implementation of a program to analyze the impacts of land use decisions by each local jurisdiction, including documentation of the costs associated with impact mitigation.

In addition, traffic levels of service on the CMP roads are to be determined annually. Within San Bernardino County, the owner/operator of each facility has been responsible for monitoring the performance of the facility.

### CONFORMANCE

If the Congestion Management Agency determines, following a public hearing, that a jurisdiction has not conformed to the requirements of the CMP, it will notify that city or the County in writing of the specific areas of nonconformance. If the city or County has not reached conformance within 90 days, the SANBAG Board is required to make a finding of nonconformance and submit the finding to the State Controller. The Controller then withholds apportionment of funds otherwise apportioned to the jurisdiction under Section 2105 of the Streets and Highways Code. If, within the 12-month period following receipt of the notice of nonconformance, the Controller is notified by the CMA that the local jurisdiction is again in conformance, the withheld monies will be provided to that jurisdiction. If the local jurisdiction continues to be out of conformance beyond the 12-month period, the apportionments withheld from that jurisdiction are to be returned to the CMA to be expended for capital projects of regional significance. Apportionments returned to the CMA cannot be expended for administration or planning purposes.

### DEFICIENCY PLANS

A city or the county may designate individual segments or intersections deficient if, at a noticed public hearing, the city or county adopts a deficiency plan. A deficiency plan must include: 1) an analysis of the cause of the deficiency, 2) a list of improvements necessary to maintain the LOS otherwise required, and cost of implementation, 3) a list of air district-approved improvements, programs, and estimates of costs, that will improve LOS and contribute to improved air quality, and 4) an action plan and implementation schedule for improvements or alternative strategies.

The CMA must then either accept or reject the deficiency plan without modification. If the deficiency plan has been prepared in response to an existing deficiency (rather than a forecast deficiency), the local jurisdiction is technically out of compliance if the deficiency plan is found to be inadequate, and must be notified in writing. The local jurisdiction has a 90-day period following notification within which to come into conformance, or lose its local gas tax subvention. It is in the interest of all jurisdictions to prepare deficiency plans, or implement equivalent transportation improvement plans which can be adopted as deficiency plans, prior to the occurrence of a deficiency to ensure that compliance is maintained and that adequate funding for necessary improvements is available in a timely manner.

### **HOW DOES THIS DIFFER FROM "BUSINESS AS USUAL?"**

Cities' and the County's general plans identify level of service standards (more stringent than those of the CMP!), and local jurisdictions have been requiring traffic impact analyses on new development projects, specific plans, and even general plans for many years. However,

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the CMP imposes financial penalties on jurisdictions which choose to allow levels of service to deteriorate to unacceptable levels as a result of their land use decisions (note that cities are not asked to pay to solve traffic impacts imposed on them by others' land use decisions).

Use of consistent methods of analysis, and consideration of impacts in neighboring jurisdictions and on state highways is also new. The CMP requires a great deal more consideration of interjurisdictional impacts and even regional consequences of local decisions than has been typical in the past, and imposes penalties for failing to do so. Depending on one's viewpoint, this can either be considered an incursion on local authority, or an opportunity for local decision-makers, armed with better information, to deal with interjurisdictional traffic and air quality issues in a responsible way at the local rather than regional level.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 7

**Date:** November 3, 2004

**Subject:** Amendments to extend period of performance for various contracts

**Recommendation:** Approve amendments to extend period of performance:

CN 04-049-01	California Highway Patrol	Extend to 12/31/05
CN 98-042-03	Traffic Operations	Extend to 12/31/05
CN 98-043-03	Hi-Way Safety Services	Extend to 12/31/05
CN 96-019-03	David Evans & Associates	Extend to 12/31/05

**Background:** This item amends a number of on-going contracts that have soon will expire. In order to advance SANBAG's program of designing and building the Measure I Major Projects, the period of performance for each of these contracts must be extended. The first contract (04-049) involves CHP support on the I-10 Truck Climbing Lane project. The second and third contracts (98-042 and 98-043) include on-call services for incidental striping and signing that is needed from time to time for various projects. The last contract (96-019) is for final survey work and right of way support to close out remaining excess land issues related to the State Route 71 Project.

**Financial Impact:** As no-cost time extensions to existing contracts, this action imposes no financial impact.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Administrative Committee on October 13, 2004.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

*Approved*  
San Bernardino Associated Governments  
Board of Directors

*Date:* November 3, 2004

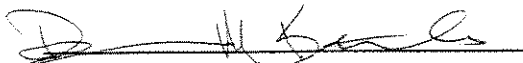
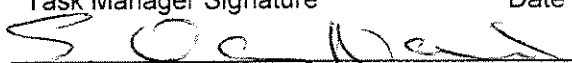
*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

**SANBAG Contract No. 04-049-01**  
**by and between**  
**San Bernardino Associated Governments**  
**and**  
**California Highway Patrol**  
**for**  
**Time Extension**

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract: \$ <u>148,278.80</u>		Previous Amendments Total: \$ <u>0</u>	
Contingency Amount: \$ <u>0</u>		Current Amendment: \$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ <u>148,278.80</u></b>
Please include funding allocation for the original contract or the amendment ↴			
Task	Cost Code	Funding Sources	Amounts
1 _____	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>2/4/04</u> Contract Start: <u>2/1/04</u> Contract End: <u>12/31/04</u>			
New Amend. Approval (Board) Date: <u>11/3/04</u> Amend. Start: <u>11/3/04</u> Amend. End: <u>12/31/05</u>			
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>			
Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
<b>Please mark an "X" next to all that apply:</b>			
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Darren Kettle</b>		Contract Manager: <b>Gary Shippy</b>	


10/27/04  
 Task Manager Signature                      Date  
  
 Chief Financial Officer Signature                      Date

\_\_\_\_\_  
 Contract Manager Signature                      Date

**SANBAG Contract No. 04-049**

**Amendment No. 1**

**By and Between**

**San Bernardino Associated Governments**

**And**

**California Highway Patrol**

**For**

**Construction Zone Enhanced Enforcement Program – Time Extension**

This AMENDMENT to SANBAG Contract No. 04-049 entered into as of this 3<sup>rd</sup> day of November 2004 between San Bernardino Associated Governments (SANBAG), and the California Highway Patrol (hereafter called CONSULTANT); and

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, SANBAG Contract No. 04-049 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2005.
2. All other provisions and terms of this contract shall remain the same.

San Bernardino Associated Governments

State of California/  
Department of California Highway Patrol

By: \_\_\_\_\_  
Paul Biane  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

**SANBAG Contract No. 98-042-03**

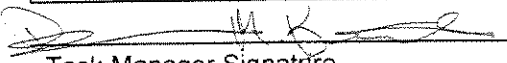

By and between  
San Bernardino Associated Governments  
and

Traffic Operations, Inc.

for

Time Extension for Period of Performance

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
<input type="checkbox"/> Receivable			
Notes:			
Original Contract:      \$ <u>82,000</u>		Previous Amendments Total:      \$ <u>0</u>	
Contingency Amount:      \$ <u>0</u>		Previous Amendments Contingency Total:      \$ <u>0</u>	
		Current Amendment:      \$ <u>0</u>	
		Current Amendment Contingency:      \$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ <u>82,000</u></b>
Please include funding allocation for the original contract or the amendment			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1		1	\$ _____
2		2	\$ _____
Original Board Approved Contract Date: <u>2/4/98</u> Contract Start: <u>2/4/98</u> Contract End: <u>12/31/04</u>			
New Amend. Approval (Board) Date: <u>11/3/04</u> Amend. Start: <u>11/3/04</u> Amend. End: <u>12/31/05</u>			
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>			
Fiscal Year: _____	Fiscal Year: _____	Fiscal Year: _____	
\$ _____	\$ _____	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
<b>Please mark an "X" next to all that apply:</b>			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Darren Kettle</b>		Contract Manager: <b>Greg Hefter</b>	

 Task Manager Signature _____ Date <u>10/27/07</u>	_____ Contract Manager Signature _____ Date _____
 Chief Financial Officer Signature _____ Date _____	

**AMENDMENT NO. 3**

**AGREEMENT BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**TRAFFIC OPERATIONS, INC.**

This AMENDMENT to SANBAG CONTRACT No. 98-042 entered into as of this 3<sup>rd</sup> day of November 2004 by the firm of Traffic Operations, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract 98-042, has engaged the services of CONSULTANT to provide on-call striping services; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract by extending the duration of the contract to allow completion of the scope of services defined under the aforesaid contract;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 98-042 to extend the duration of the contract until December 31, 2005 or until the work is completed.

Except as amended by this amendment, all other provisions of Contract No. 98-042 remain in full force and effect.



IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino  
Associated Governments**

By: \_\_\_\_\_  
Paul Biane, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**Traffic Operations, Inc.**

By: \_\_\_\_\_  
Michael Izzi, Jr.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

by and between

San Bernardino Associated Governments

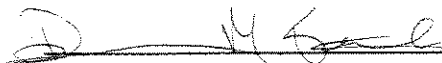

and

Hi-Way Safety, Inc.

for

On-Call Signing Services – Time Extension for Period of Performance

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract:	\$ <u>65,000</u>	Previous Amendments Total:	\$ <u>0</u>
Contingency Amount:	\$ _____	Current Amendment:	\$ <u>0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ <u>65,000</u></b>
Please include funding allocation for the original contract or the amendment →			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1		1	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>2/4/98</u> Contract Start: <u>2/4/98</u> Contract End: <u>12/31/04</u>			
New Amend. Approval (Board) Date: <u>11/3/04</u> Amend. Start: <u>11/3/04</u> Amend. End: <u>12/31/05</u>			
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>			
Fiscal Year:	Fiscal Year:	Fiscal Year:	
\$ _____	\$ _____	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
<b>Please mark an "X" next to all that apply:</b>			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: Darren Kettle		Contract Manager: <b>Greg Hefter</b>	


10/22/04  
 Task Manager Signature \_\_\_\_\_ Date \_\_\_\_\_  
  
 Chief Financial Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

Contract Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino  
Associated Governments**

By: \_\_\_\_\_  
Paul Biane, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**Hi-Way Safety, Inc.**

By: \_\_\_\_\_  
Gary C. Myers,  
President

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

**SANBAG Contract No. 96-019-03**

by and between

**San Bernardino Associated Governments**



and

**David Evans and Associates**

For

**Construction Survey Services - Time Extension for Period of Performance**

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
<input type="checkbox"/> Receivable			
Notes:			
Original Contract: \$ <u>772,251</u>		Previous Amendments Total: \$ 830,989	
Contingency Amount: \$ _____		Current Amendment: \$ 0	
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ 1,603,240</b>
Please include funding allocation for the original contract or the amendment →			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1		1	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>9/6/95</u> Contract Start: <u>9/6/95</u> Contract End: <u>1/28/04</u>			
New Amend. Approval (Board) Date: <u>11/3/04</u> Amend. Start: <u>9/6/04</u> Amend. End: <u>12/31/05</u>			
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>			
Fiscal Year: <u>04/05</u> \$ <u>0</u>	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Darren Kettle</b>		Contract Manager: <b>Chuck Wisdom</b>	

 Task Manager Signature      Date <u>10/22/04</u>	_____ Contract Manager Signature      Date
 Chief Financial Officer Signature      Date	

**CONTRACT NO. 96-019**

**AMENDMENT NO. 3  
AGREEMENT BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**DAVID EVANS AND ASSOCIATES**

**FOR**

**CONSTRUCTION SURVEY SERVICES – TIME EXTENSION**

This AMENDMENT No. 3 to SANBAG CONTRACT No. 96-019 entered into as of this 3<sup>rd</sup> day of November 2004 by the firm of David Evans and Associates (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract 96-019, has engaged the services of CONSULTANT to provide construction survey support services for Route 71,

WHEREAS, the parties desire to amend the aforesaid Contract by extending the contract completion date; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract 96-019, as follows:

1. The period of performance is extended until December 31, 2005.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino  
Associated Governments**

By: \_\_\_\_\_  
Paul Biane  
President, Board of Directors

Date: \_\_\_\_\_

**David Evans and Associates**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

***Minute Action***

AGENDA ITEM: 8

**Date:** November 3, 2004

**Subject:** Request for Qualifications No. 05-023 for qualified firms to perform Construction Management, Staking, and Materials Testing Services for State Route 210 Segments 1-4 Landscape projects.

**Recommendation:**\* Approve circulation of Request for Qualifications No. 05-023 for qualified firms to perform Construction Management, Staking, and Materials Testing services for State Route 210 Segments 1-4 Landscape projects.

**Background:** **This item addresses one new Request for Qualifications (RFQ).** Over the next 12 months, beginning in the winter of 2004/05, SANBAG will be advertising two landscape construction contracts, one for SR 210 Segments 1 & 2 (Los Angeles County Line to easterly Upland city limits, and a second for SR 210 Segments 3 & 4 (Rancho Cucamonga). The landscaping of the SR 210 Corridor is a requirement of the environmental approval for the SR 210 Freeway but also includes enhanced landscape treatments. With SANBAG being the lead agency for construction it is necessary to contract for construction management, survey and staking, and materials testing services. Staff will provide a copy of a draft RFQ to the Major Projects Committee on the day of the committee meeting.

The landscape projects are currently being designed by Caltrans and will be reviewed by the State Route 210 Corridor Joint Powers Authority in the coming months. Upon completion of the Plans, Specifications, and Estimates package, Caltrans will turn over the entire package to SANBAG to advertise, award, and administer the two landscape project contracts. Caltrans is designing each segment with a construction budget of \$2 million per segment for a total construction cost estimate for all four segments of \$8 million. Based on the total project budget and the 15% "rule of thumb" cost for services requested in the

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:*

RFQ, the contract cost is estimated at \$1 million-\$1.25 million. The funding source for the construction projects will be both Measure I Major Projects funds and federal Transportation Enhancement Activities funds previously allocated to these projects by the SANBAG Board. The funding source for the services covered by this RFQ is Measure I.

**Financial Impact:** The release of the RFQ imposes no direct financial impact. The cost of the contract that would come as a result of the RFQ is proposed to be amended into the SANBAG 2004/05 Fiscal Year budget at the time of contract award. TN 0536800.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on September 9, 2004.

**Responsible Staff:** Darren M. Kettle, Director of Freeway Construction



- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

**DATE:** November 10, 2004  
**TO:** Consultants/Construction Management Firms  
**FROM:** Darren Kettle  
**SUBJECT:** Construction Management  
Landscaping Segments 1 - 4 of State Route 210

cc: Greg Hefter                      Herald Lantis  
     Stephen Yench                Andrea Nieto-Spinks  
     File 1005.37

Attached with this cover memorandum is our Request for Qualifications (RFQ) for Landscape Construction Management Services. The purpose of this RFQ is to select one or more firms to assist the San Bernardino Associated Governments (SANBAG) with landscape construction of portions of State Route 210.

Those firms or individuals intending to submit Statement of Qualifications (SOQ) should note the schedule contained in Section XI of the attached document. It is our intention, subject to Board approval, to have the selected firm under contract by March, 2005.

Firms will have access to plans and preliminary contract documents from November 18 to December 15, 2004 by appointment only. Please contact Ms. Christine Coleman at (909) 889-8611 x154, to schedule a review.

Individuals and firms submitting SOQ's for this project will be evaluated based on qualifications and experience on similar and relevant projects. Emphasis will be placed on the capabilities of key project individuals.

Also attached for your reference are the project key map, *draft* Scope of Services, a sample contract, and SANBAG's Consultant Selection Policy. These items may also be found on SANBAG's internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Latest RFP/RFQ Postings." Please check the website for schedule updates.

Eight (8) copies of the SOQ must be submitted to SANBAG's San Bernardino office by 12:00 P.M., Wenesday, December 15, 2004.

Statement of Qualifications and correspondence shall be directed to:

Mr. Darren Kettle  
Director of Freeway Construction  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor

RFQ05-023.doc  
TNI: 0536800

Construction Management Firms

November 10, 2004

Page 2

San Bernardino, California 92410-1715

All questions and comments regarding this Request for Qualifications or the project shall be directed to either:

Mr. Herald Lantis  
Construction Manager  
(909) 875-6029 x213

or

Mr. Stephen Yench  
Segment Manager  
(909) 875-6029 x216

DK:SHY  
Attachment

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY /  
SAN BERNARDINO ASSOCIATED GOVERNMENTS  
(SANBAG)

**REQUEST FOR QUALIFICATIONS**

FOR

**CONSTRUCTION MANAGEMENT SERVICES  
FOR LANDSCAPING SEGMENTS 1 - 4 OF  
STATE ROUTE 210**

IN

SAN BERNARDINO COUNTY

Issued: November 10, 2004

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES  
LANDSCAPING SEGMENTS 1 – 4, ROUTE 210**

**I. INTRODUCTION**

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, is soliciting Statement of Qualifications (SOQ) from all qualified firms for Landscaping Construction Management (CM) services on portions of the State Route 210 Freeway Project. These projects involve landscaping construction for new freeway improvements.

Voters in San Bernardino County approved Measure I in November 1989, enacting a one-half cent sales tax for transportation purposes over a 20-year period. SANBAG, which has existed as the County Transportation Commission since 1975, is designated as the Agency to administer the program.

All contracts will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

**II. PROJECT AND SERVICES DESCRIPTIONS**

**PROJECTS**

The State Route 210 Freeway Project is a new freeway being developed by SANBAG in conjunction with the California Department of Transportation (Caltrans - District 8). The adopted route extends from the Los Angeles/San Bernardino County line in the City of Upland to Interstate I-215 in the City of San Bernardino adjacent to existing State Route 30. Within San Bernardino County, the freeway project has been divided into eleven freeway segments. Seven were constructed between 1997 and 2002. SANBAG is responsible for the design and construction of six of these segments including the construction of permanent landscaping improvements. The initial four (4) mainline segments will have landscaping improvements constructed as described below. These projects will be constructed under Caltrans Encroachment Permits.

**State Route 210, Segment 1 Landscape Construction:**

- Segment 1 is approximately 2.50 kilometers (1.6 miles) long. The limits of the project extend from the east Los Angeles County line to Mountain Avenue in the City of Upland.
- The horizontal alignment runs northeast from near 16<sup>th</sup> Street at the Los Angeles County line to near 20<sup>th</sup> Street at the east end. The vertical alignment is depressed along the entire segment.

**State Route 210, Segment 2 Landscape Construction:**

- Segment 2 is approximately 3.78 kilometers (2.4 miles) long. The limits of the project extend from Mountain Avenue to Cucamonga Creek in the City of Rancho Cucamonga.
- The horizontal alignment is generally parallel to existing 20<sup>th</sup> Street. The vertical alignment is

depressed from the segments west end to just east of Euclid Avenue, and is elevated east of this point, which then ties into existing grade near Cucamonga Creek.

State Route 210, Segment 3 Landscape Construction:

- Segment 3 is approximately 4.02 kilometers (2.5 miles) long. The limits of the project extend from Cucamonga Creek in the City of Rancho Cucamonga to just east of Hermosa Avenue in the City of Rancho Cucamonga.
- The horizontal alignment is generally parallel to existing Highland Avenue. The vertical alignment is near grade at Cucamonga Creek and is depressed for the balance of the segment extending to the east.

State Route 210, Segment 4 Landscape Construction:

- Segment 4 is approximately 3.10 kilometers (1.9 miles) long. The limits of the project extend from just east of Hermosa Avenue to east of Milliken Avenue in the City of Rancho Cucamonga.
- The horizontal alignment is generally parallel to existing Highland Avenue. The vertical alignment is depressed at Haven Avenue, elevated at Deer Creek Channel, and depressed at Milliken Avenue.

Segments 1-4 of State Route 210 will have been constructed in several unique phases. The total value of construction for this work, including the permanent landscaping is approximately \$115 Million (Combinations of Federal, State and Measure I Funding will be utilized).

SERVICES

SANBAG is soliciting construction management (CM) firms for landscape construction management services on Segment 1 through 4 of the Route 210 freeway project. One CM firm will be selected for all four (4) Segments. Services are anticipated to generally include pre-construction plan, specification, and estimate (PS&E) reviews; participation in and the evaluation of scheduling of the proposed projects; construction project advertising, bid analysis, and award; construction inspection; contractor interface and contract administration; office engineering; and other assorted duties as appropriate. The detailed scope of services is included as Attachment A.

It is recommended that, in addition to a Project Manager, a single point of contact or Landscape Architect be assigned to direct and coordinate all field activities under this contract. Other Landscape Architects may be assigned to specific segment responsibilities as needed. Insofar as the Consultant's approach described in the SOQ, the scope of responsibility and the total number of personnel assigned to the project is left to the discretion of the Consultant. Each Statement of Qualifications shall include a preliminary staffing plan *and* an organization chart.

Certain Route 210 construction projects, managed by other consultants under contract with SANBAG may still be currently underway adjacent to and within Segments 1-4. The Consultant should be aware of the scope and schedule of these other Route 210 projects in order to assist SANBAG in optimizing proposed construction activities within Segments 1-4. The Consultant shall cooperate with and coordinate all project activities with representatives of the other Route 210 projects.

The Consultant shall provide evidence of the firm's ability to adequately and appropriately staff and manage the designated projects. The Consultant should demonstrate its understanding of the scope of the designated projects as well as its understanding of SANBAG's overall Route 210 construction program.

### **III. MATERIALS FURNISHED BY SANBAG**

All software, data, reports, surveys, drawings, and other documents furnished to the Consultant by SANBAG for the Consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the Agreement, or other such time as SANBAG may determine.

### **IV. CALTRANS RELATIONSHIP**

It is proposed that construction of the projects noted herein will be implemented by construction contracts awarded and administered by SANBAG. State right-of-way encroachment permits will be obtained from Caltrans for construction of each project. Caltrans will provide construction oversight for each project in accordance with established State guidelines for construction of locally funded projects. SANBAG will be responsible for, and will be the sole point of contact for all contractual matters. SANBAG, under construction cooperative agreements with Caltrans, will regularly consult with and inform Caltrans of project progress and all significant issues.

### **V. CONTRACT TYPE**

A cost reimbursable plus percentage fee contract, with a total not to exceed amount, will be issued. Any services provided by the Consultant which are not specifically covered by the Contract will not be reimbursed. It is the Consultant's responsibility to recognize and notify SANBAG when services not covered under the Contract have been requested.

The terms of the Contract will be effective for the duration of the selected projects.

### **VI. POLICY GOVERNING MINORITY BUSINESS OPPORTUNITIES**

In accordance with SANBAG Policy No. 97005-R1, no goals have been established for contracts with Disadvantaged Business Enterprises (DBE), Women-owned Business Enterprises (WBE), or Disabled Veterans Business Enterprises (DVE) in contracting activities. Because Measure I funds, and not Federal funds, will be utilized for the contract, no goals have been established.

### **VII. STATEMENT OF QUALIFICATIONS INSTRUCTIONS**

Statement of Qualifications (SOQ) will be accepted until 12:00 PM, December 15, 2004. Eight (8) copies are required. SANBAG reserves the right to accept or reject late SOQ's at its discretion. Acceptance of a late submittal shall not be construed to mean that SANBAG will accept any late SOQ. SOQ's should be delivered to:

Mr. Darren Kettle  
Director of Freeway Construction  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2nd Floor  
San Bernardino, CA 92410-1715

SOQ's must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- Summary description of the work to be performed by firm and each subconsultant firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- Since the majority of services will be provided from the SANBAG field office, indicate the location of the office from which the construction management team will be based and the office from which they will be managed.
- In accordance with SANBAG Policy No. 11000-R6, Sect. 7.1.2.f, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, see item C below.
- A memorandum from a principal of each subconsultant firm indicating the specific portion of services the subconsultant will be performing.

B. Local Presence Report:

For consultant and each subconsultant proposing to perform services from their San Bernardino Office, provide the following business activity information:

- Firm name, address, telephone number, and fax number.
- Name of office principal and title.
- Date office was established in San Bernardino County.
- Number of personnel employed in the San Bernardino office.
- Approximate percentage of work performed on projects within San Bernardino County.
- Representative projects completed within San Bernardino County, date completed, and approximate billings.
- Number of senior management and regular employees working full time out of the San Bernardino County Office.
- Names of personnel proposed to be engaged on the contracted services and their county of residence (informational purposes only).

See SANBAG's Local Preference Policy and Local Presence Report sample format (enclosed).

C. Contract Termination Circumstances:

If consultant has ever been terminated from a contract, describe the facts and circumstances in detail.

D. Organizational Chart:

- Show the relationships between personnel and support staff who are expected to participate on the project.
- For each person, indicate the firm with whom they are employed.
- Show the aspects of the services each person will be responsible for performing.

E. U. S. General Services Administration Standard Form SF255:

“Architect-Engineer and Related Services Questionnaire for Specific Project”. The Form SF255 must conform to the following format:

1. Provide a separate Form SF255 for the prime consultant and each subconsultant. Section 9 is not required. Subconsultants need not supply Sections 6 and 10.
2. Prime consultants should list subconsultants in Section 6.
3. List key personnel in Section 7. Section 7 must conform to the following requirements:
  - Every person whose resume is provided in Section 7 must also be shown on the organizational chart. Resumes of persons who are not shown on the organization chart will not be considered.
  - Section 7b must describe the function the person will be expected to fulfill in connection with the project.
  - Section 7f must list the person’s active registrations in California, with the California Registration Number. Personnel (Project Managers / Landscape Architects / Inspectors) in responsible charge of Construction Management Services must be licensed Landscape Architects in the State of California.
  - Section 7g should provide a brief history of each person’s relevant project experience, including descriptions of his/her role and tasks that he/she performed on each project. Also, identify key tasks each person is expected to perform for these projects under his/her assigned function.
4. Section 8 should conform to the following requirements:
  - Projects listed in Section 8 must be projects worked on by personnel shown on the organizational chart and whose resumes are included in Section 7. For each project listed, the personnel included in Section 7 who worked on the project, and their project position must be shown.
  - In Section 8b, describe the nature of the firm’s responsibility and indicate whether the firm was the prime consultant or a subconsultant.
  - In Section 8c, include the owner’s telephone number and the name of a contact person who can provide a reference. Also include the name and telephone number of the primary contact for the prime consultant, if necessary. Projects without references and telephone numbers will not be considered. List no more than ten projects.
  - In Section 8e, indicate the project value, the contract value, and the respective values (project and contract) for which the firm was responsible.
  - Additional information may be provided in Section 8 to highlight or expand on experience from projects that are especially applicable to the proposed Scope of Services, including an indication of the scope of related services for which the consultant was responsible.
5. Section 10 should demonstrate the consultant’s approach and understanding of the proposed scope of services. This section should provide a detailed discussion of the work tasks and management activities necessary for project completion. A preliminary staffing plan based upon SANBAG’s preliminary schedule (attached) should be included. Discussion topics for



consideration may include:

- Key project issues, constraints, and critical path items.
- Narrative discussing team organization, coordination, and information flow in reference to the proposed organizational chart.
- Technical and proactive approaches to key services.
- Unique team experience applicable to the proposed Scope of Services.
- Flexibility of proposed roles and responsibilities.
- Quality Assurance and Control.
- Project management, control capabilities, and procedures.
- Plan reviews and response procedures.
- Concurrent assignment of proposed key consultant and subconsultant personnel on other projects.

Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs. Include descriptions of proposed techniques or methods and procedures.

F. Contract Comments:

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's contract. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

G. Entire Statement of Qualifications:

The Consultant's SOQ package shall be limited to 40 (8 1/2" x 11") pages single-sided. The page limit does not include the outside cover, section dividers, cover letters and subconsultant commitment memorandum, contract comments, or duplication of the organizational chart. SOQ's that do not contain the required information or do not contain the required number of copies, eight (8), will not be accepted.

H. Changes:

During the selection process, any changes in key consultant or subconsultant personnel proposed in the SOQ must be brought to the attention of SANBAG immediately.

**VIII. CONSULTANT SELECTION**

The Primary objective of SANBAG is to select highly qualified firms to perform necessary professional services for SANBAG at a fair and reasonable cost. Firms may obtain a copy of the policy by contacting SANBAG. In addition, SANBAG has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the consultant firms will be based on clearly stated objectives.

- C. Selection of private consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price to SANBAG, rather than competitive bidding process.
- D. Firms located in San Bernardino County shall receive significant preference in the selection process in order to encourage business to locate and remain in San Bernardino County.
- E. Upon review of the SOQ's, a shortlist of firms will be invited to prepare for an interview. The pending contracts will be awarded to the responsible, responsive firm best conforming to the RFQ, and are in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all SOQ's and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue contracts for the subject services.

#### **IX. NEGOTIATIONS AND ENGAGEMENT**

Following the selection of a consultant, the selected firm will submit a cost proposal and participate in contract negotiations with SANBAG staff. Please refer to the attached consultant selection schedule in Section XI. The final contract and Scope of Services will be negotiated. Consultants are encouraged to include in their SOQ any comments relating to the Scope of Services and/or the Terms and Conditions of SANBAG's standard contract. SANBAG reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

#### **X. CONFLICT OF INTEREST**

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Consultants currently under contract to SANBAG on State Route 30 projects are not specifically precluded from participating in this RFQ. In accordance with Caltrans directives, firms responsible for a project's design may not directly participate in construction inspection of that project. The determination of a conflict of interest, direct or incidental, shall be at the discretion of SANBAG.

#### **XI. SCHEDULE FOR CONSULTANT SELECTION**

Issue Request for Qualifications	November 10, 2004
Statement of Qualifications Due	December 15, 2004
Shortlist and Notify Consultants	January 6, 2005
Interview Shortlisted Consultants	January 20, 2005
Select Consultant	January 21, 2005
Contract Cost Proposal Due	February 2, 2005
SANBAG Board Approval (anticipated)	March 2, 2005
Notice to Proceed (anticipated)	March 16, 2005

Dates are subject to change. Schedule updates will be posted on SANBAG's internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Latest RFP/RFQ Postings."

Contact List:

Appointment / Document Requests	Christine Coleman, or Patricia Allen	(909) 889-8611 x154 (909) 889-8611 x 131
Questions/Comments	Herald Lantis, or Stephen Yench	(909) 875-6029 x213 (909) 875-6029 x216

*Sample Document - other formats may be submitted*

**LOCAL PRESENCE REPORT**  
**CONSULTANT BUSINESS ACTIVITY INFORMATION**

TO: SAN BERNARDINO ASSOCIATED GOVERNMENTS

RE: REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGEMENT  
ROUTE 210 SEGMENTS 1 - 4

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name of Office Principal \_\_\_\_\_

Title \_\_\_\_\_

Date Local Office Established \_\_\_\_\_

Number of personnel employed at this office \_\_\_\_\_

Approximate volume of work performed on projects within San Bernardino County \_\_\_\_\_ %

Representative projects completed within San Bernardino County:

<u>Project</u>	<u>Date completed</u>	<u>Approx billings</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Use additional sheets if required)

**CONSULTANT BUSINESS ACTIVITY INFORMATION** (cont)

Name of Firm \_\_\_\_\_

Indicate number of senior management and regular employees working out of the San Bernardino office:

<u>Position</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR INFORMATIONAL PURPOSES ONLY  
(The following shall not be used in determining local preference credit)

Personnel proposed to be engaged on the contracted services:

<u>Name</u>	<u>County of Residence</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheets if required)

## ATTACHMENT "A"

### SCOPE OF SERVICES CONSTRUCTION MANAGEMENT ROUTE 210 Segments 1 – 4 Landscaping

#### INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
  - 1. Pre-construction Services
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  - 3. Project Administration
  - 4. Construction Coordination
  - 5. Construction Inspection
  - 6. Project Support
  - 7. Cost and Schedule
  - 8. Change Orders and Claims
  - 9. Safety
  - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY AGENCY
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support highway landscaping construction of Segments 1 through 4 on the Route 210 Freeway (Project). The Project, as described by the plans and specifications of Segments 1 - 4 of Route 210, (note: these plans include previously constructed roadways, bridges, drainage facilities, retaining walls, and sound walls). CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction management, inspection and contract administration duties as outlined in this Scope of Services for the Project.

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects of which Route 210 Freeway is one project. SANBAG has also designated a Route 210 Construction Manager and several Segment Managers to coordinate all construction activities on Route 210. Coordination between the CONSULTANT and SANBAG will be accomplished through the Route 210 Construction Manager and the Segment Managers. The CONSULTANT shall report to and receive direction from SANBAG through the Construction Manager, or his designees. The Construction Manager is responsible for oversight of all SANBAG construction activities and for directing the efforts of the total construction team. He will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public. The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle  
Director of Freeway Construction

B. PERFORMANCE REQUIREMENTS

CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be a Landscape Architect, registered in the State of California. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact, Landscape Architect be assigned to direct and coordinate all construction activities under this contract. Other Landscape Architects may be assigned to specific segments or project responsibilities as needed. Landscape Architects shall be in responsible charge of construction activity within his/her segment.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after Caltrans acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG, Caltrans and CONSULTANT will determine the quality and quantity of services provided by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG or Caltrans, an individual lacks adequate experience, the individual may be rejected, or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the level of performance of CONSULTANT personnel is below SANBAG expectations, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall assist in monitoring compliance with:

1. Labor standards and related wage determination decisions of the Secretary of Labor.
2. Safety and accident prevention provisions for the Project.
3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards.

#### C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the four (4) Project segments will be executed under one construction contract as described in the Project Description. Where the terms "Segment", "Project" and "Contractor" are used herein, they shall apply to all phases and Contractors.

##### 1. Pre-construction Services

###### a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineers' files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, plant adaptability and plant testing specifications, constructability, and consistency between plans and specifications.

###### b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.



c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations
3. Checking Contractor references, licenses, insurance, and sureties.

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, Caltrans, the design engineer/architect, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review and/or preparation of construction contract scope of work, terms and conditions, payment schedules, and procedures.
2. Negotiation with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs.

3. Project Administration

- a. CONSULTANT shall provide one project manager to effectively administer the project construction contractors using proper procedures in accordance with Caltrans Construction Manual.
- b. CONSULTANT shall conduct regular project weekly coordination meetings with the Contractors, SANBAG, Caltrans, and design engineer/architect, and/or as appropriate. CONSULTANT shall write the minutes of these meetings and obtain status and track all action items with the assignees.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records. Project record keeping

shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer/architect directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- e. CONSULTANT shall establish and maintain a filing system for each segment using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each segment. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Caltrans, as required.
- j. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Quality Assurance Program.
- k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.

4. Construction Coordination

- a. CONSULTANT shall provide one qualified Landscape Architect and/or other Landscape Architects, Civil Engineers and qualified Inspectors, as needed to effectively manage the Project.
- b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, SANBAG construction surveyor, SANBAG materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between Caltrans, design engineers/architects, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager by way of daily briefings in-person and/or by telephone communications.
- d. CONSULTANT shall coordinate utility services with utility companies and their designees.
- e. CONSULTANT shall analyze and interpret Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and the executed Cooperative Agreement with Caltrans.
- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the

order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the established SANBAG construction program.

- g. CONSULTANT shall coordinate review of material submittals and Requests for Information (RFI) with the Segment Manager and design engineer/landscape architect. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Segment Manager and the design engineer/landscape architect.
- j. CONSULTANT shall coordinate all project construction activities with other on-going projects within and adjacent to Segments 1 through 4.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate Caltrans, City, and local agency personnel are notified and present as required throughout the Project. CONSULTANT shall keep SANBAG informed by daily briefings and/or telephone communications regarding all directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of landscaping construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall establish and maintain friendly and cooperative relations with those contacted in the course of the work and to communicate effectively, both orally and in writing.
- d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Erosion Control & Highway Planting requirements, Caltrans Standard Specifications, Caltrans Standard Plans, and part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) and California Supplement. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH).
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to the following:
  - 1. Subgrade inspection, hardscape inspection, trenching & irrigation inspection, quantity calculations, checking grade and alignment, sub-surface & finish

surface drainage inspection, soil amendments and plant material identification & quality control, along with other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2. Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
3. Arrange testing in accordance with Caltrans highway planting procedures.
4. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
6. Preparing construction sketches, drawings, and cross-sections, as necessary, including stamping of these drawings if required by the approving agency.
7. Assisting the contractor in the preparation of as-built plans required by the receiving agency.
8. Providing inspections for environmental compliance.
9. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

SANBAG will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements, under separate contract. CONSULTANT shall coordinate all staking and verify accuracy, with the SANBAG surveyor. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

SANBAG will provide all necessary Project related materials acceptance testing and quality control, under separate contract. Caltrans will perform any quality assurance testing as deemed necessary. CONSULTANT shall coordinate all materials testing with SANBAG and Caltrans testers.

c. Public Relations

SANBAG has retained a public relations firm to implement a public awareness program for Route 210. CONSULTANT shall cooperate with SANBAG and its public relations firm in the dissemination of appropriate Project information. Should CONSULTANT

personnel receive complaints from the public or other entities, he/she shall promptly notify SANBAG. CONSULTANT shall maintain a log of all complaints and inquiries. Where appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each segment for permit compliance and coordinate with SANBAG, the design engineer/landscape architect, and other SANBAG consultants to insure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer/landscape architect, other project consultants, and/or Caltrans. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows:

1. Agreed Price
2. Adjustment in compensation to a bid item
3. Time and materials or Force Account

c. CONSULTANT shall attempt to identify all potential claims, track and monitor

unresolved claims, and implement claims avoidance processes.

- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual in conjunction with the Erosion Control & Highway Planting requirements.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including Irrigation drawings and SWPPP provisions as applicable.
- c. CONSULTANT shall review and certify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, Contractors, and design engineer/landscape architect.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, and Landscape Architect's daily diaries (for each

segment).

2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects.
5. Project Completion Report.
6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable project plans, specifications, and appropriate standards (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. SANBAG will provide office space, telephones, desks, chairs, and appropriate office equipment.
4. SANBAG will provide computers, as determined by SANBAG.

G. STANDARDS

All construction inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions.
2. Caltrans Std. Specification Section 20: Erosion Control & Highway Planting.

3. Construction Records and Procedures Manual.
4. Quality Assurance Program.
5. Manual on Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
6. Caltrans Standard Specifications and Standard Plans.

#### H. LIMITATIONS TO AUTHORITY

CONSULTANT, when acting on behalf of SANBAG, shall not exceed the authority of SANBAG's Program Manager or the design engineer/landscape architect, each under separate agreement with SANBAG. CONSULTANT shall NOT:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of remuneration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

#### I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Route 210 Freeway Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project.

CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans or City representatives, the design engineer/landscape architect, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific



direction from SANBAG. Unless specifically directed, all oral and written communication shall be directed only to SANBAG. Distribution of Project related communication and information will be at the discretion of SANBAG.

J. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on construction of similar highway landscaping projects.
- b. Licensed Landscape Architect in the State of California.
- c. Ability to use typical computer programs for word processing and spreadsheets.
- d. Accessible to SANBAG at all times during normal working hours.
- e. A thorough understanding of Caltrans construction contract administration procedures.
- f. A thorough understanding of Caltrans construction practices and procedures.
- g. A thorough understanding of Caltrans Erosion Control & Highway Planting standards.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT landscape architecture & inspection personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Act as prime CONSULTANT contact between SANBAG and SANBAG's Construction Manager.
- e. Prepare monthly reports for delivery to SANBAG.

2. Landscape Architect

Minimum qualifications shall be as follows:

- a. Eight (8) years landscape architecture experience on similar highway landscaping projects of which a significant portion shall be during the field construction.

- b. Licensed Landscape Architect in the State of California.
- c. Ability to use typical calculations for hydraulics analysis, piping mechanics, and strengths of materials as it relates to irrigation systems.
- d. Ability to use typical computer programs for word processing and spreadsheets.
- e. Accessible to SANBAG at all times including weekends and holidays.
- f. Knowledge of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollutant Discharge Elimination System (NPDES) as they relate to Highway landscaping projects.
- g. A thorough understanding of Caltrans Erosion Control & Highway Planting standards.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures as they pertain to responsibilities of a Resident Engineer.

The Landscape Architect will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT landscape architecture and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate efforts of SANBAG construction support consultants.
- f. Coordinate utility service requirements with appropriate agencies.
- g. Act as prime field contact between SANBAG, SANBAG's Construction Manager, and various project Contractors in a capacity similar to that of a Resident Engineer.

### 3. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Eight (8) years of construction inspection experience as related to Caltrans or major highway landscaping projects, or a four-year degree in landscape architecture or civil engineering and a combination of at least four years of similar construction inspection, including irrigation systems.
- b. Knowledge of Caltrans Erosion Control & Highway Planting standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape materials.
- c. Knowledge of hydraulics analysis, piping mechanics, and strengths of materials.

- d. Knowledge of all local regulatory requirements pertaining to Storm Water Pollution Prevention Plan (SWPPP) as they relate to Highway Planting & Erosion Control.
- e. Knowledge of common local plant diseases and pests together with the respective methods and procedures used in control and eradication.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Understanding of Caltrans field and construction office procedures.
- i. Ability to use a calculator and typical computer programs for word processing and spreadsheets.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway planting & irrigation construction. Including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing and sampling of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, contour grading, surface drainage profiles, irrigation pressure distribution/losses and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

#### 4. Field Inspector

Minimum qualifications shall be as follows:

- a. Four (4) years construction inspection experience as related to Caltrans highway landscaping projects or other major highway landscape architecture projects.
- b. Knowledge of construction practices, physical characteristics and properties of highway planting & erosion control requirements. Knowledge of landscaping construction

materials, and approved methods and equipment used in making physical tests of landscaping materials.

- c. Knowledge of hydraulic analysis, piping mechanics, and strengths of materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Understanding of Caltrans construction methods and practices.
- f. Ability to use a calculator and typical computer programs for word processing and spreadsheets.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway landscaping construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing and sampling of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Perform labor compliance interviews of the Contractors' personnel.

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection / office engineering on similar highway landscape construction projects.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Accessible to SANBAG at all times including weekends and holidays in the event of an audit or other mandated review.
- f. Perform routine calculations and checking of quantities.
- g. Coordinate all office activities and functions with SANBAG representatives.

## *Minute Action*

AGENDA ITEM: 9

**Date:** November 3, 2004

**Subject:** Supplemental Allocation of Congestion Mitigation/Air Quality (CMAQ) Funds to City of Victorville Park & Ride Projects

**Recommendation:\*** Allocate \$493,109 of rescinded and unallocated TEA-21 CMAQ – Mojave Desert Air Basin (MDAB) funds to the following TEA-21 CMAQ-MDAB funded projects requesting supplemental funds that can be obligated by August 2005:

- |                |           |                                   |
|----------------|-----------|-----------------------------------|
| 1. Victorville | \$281,987 | Victor Valley College Park & Ride |
| 2. Victorville | \$211,122 | I-15/Amargosa Park & Ride         |

**Background:** The City of Victorville has requested \$493,109 in supplemental funding for two TEA-21 CMAQ-MDAB-funded park & ride projects located at Victor Valley College and I-15/Amargosa to cover cost increases totaling \$556,997 as detailed below:

Park & Ride Project	Original CMAQ Allocation	Supplemental CMAQ Requested	Local Match	Total Project Cost
Victor Valley College	\$650,000	<b>\$281,987</b>	\$120,748	\$1,052,735
I-15/Amargosa	\$442,606	<b>\$211,122</b>	\$84,697	\$738,425

\*

*Approved*  
 San Bernardino Associated Governments  
 Board of Directors

Date: \_\_\_\_\_

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: \_\_\_\_\_

This cost increase is a result of the increased cost of construction materials from the project's original inception four years ago. Because these projects are Transportation Control Measures (TCMs) that are required to be either implemented or replaced with projects capable of demonstrating comparable air quality benefits, and because they will be able to achieve obligation by August 2005, staff recommends that \$224,000 of rescinded TEA-21 funds and \$269,109 of TEA-3 funds be allocated to these projects as requested. Because the Board has acted to set-aside all anticipated TEA-3 CMAQ-MDAB funds, it is possible that the supplemental TEA-3 allocation of \$269,109 for the Victorville park & ride projects will result in over-allocation of TEA-3 CMAQ-MDAB funds.

**Financial Impact:** Staff activities associated with this item are consistent with the adopted SANBAG Fiscal Year 2004-2005 Budget, Task No. 0537300. TEA-21 and TEA-3 funds allocated to local agencies are administered by Caltrans and do not flow through the SANBAG budget.

**Reviewed By:** This item will be reviewed by the Mountain/Desert Committee on October 15, 2004.

**Responsible Staff:** Andrea Zureick, Senior Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

# **DISCUSSION ITEMS**



## *Minute Action*

AGENDA ITEM: 10

**Date:** November 3, 2004

**Subject:** Agreement for Digital Cellular Services for the San Bernardino Call Box Program

**Recommendation:**\* Execute Agreement No. 05-002, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and AT&T Wireless Services, in an amount not to exceed \$664,426.00, for the provision of digital cellular services from November 3, 2004 through June 30, 2010, with the ability to extend the Contract for five one-year options, as outlined in the Financial Impact section below.

**Background:** The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,615 call boxes on freeways and highways in San Bernardino County. Each call box is a battery powered, solar charged roadside terminal with a microprocessor and built-in analog cellular telephone. The call box network has assisted over 1.35 million calls since inception, and currently handles approximately 50,000 calls per year. The current contractor for cellular service is AT&T Wireless Services (AWS), whose contract expires on June 30, 2005.

Over the past few years AWS and other analog service providers, have stated they will no longer provide analog services, due to a Federal Communications' Commission (FCC) ruling permitting these providers to phase out their analog network. As a result, SAFE's throughout the Country have experienced a degradation in call box cellular service (as analog cell sites are reduced or permanently removed) and realize that it is inevitable that all call boxes will have to transition to another form of cellular service in the near future. The current rate for analog service is \$7.50 per month per call box, based on the aggregate system.

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

To generate interest in this type of service and to gain the attention of the cellular industry, San Bernardino SAFE joined with the Riverside and San Diego SAFEs to release a joint Request for Proposals (RFP). Even though the RFPs were approved and released by all three SAFEs, San Diego SAFE agreed to be the primary contact for the RFP. Note that the RFP released only requested for the provision of digital cellular service; the actual contractor to upgrade the call boxes to the new digital service, has been procured through a separate RFP.

A pre-proposal meeting was conducted on May 25, 2004 and the proposal deadline was June 28, 2004. The Evaluation Committee consisted of staff from:

- San Bernardino SAFE Staff, Michelle Kirkhoff, Kelly Lynn and Chuck Wisdom (contract staff through Fluor),
- Jerry Rivera, from the Riverside SAFE, and
- Eddie Castoria, from the San Diego SAFE and his contractor, David McCartney from m2direct, Inc.

Five proposals were ultimately submitted to the SAFEs for consideration, and all were determined responsive to the RFP. The Evaluation Committee reviewed all five proposals, and ultimately interviewed all five Proposers, which included AWS, Cingular, Nextel, Sprint, and Verizon.

The proposals were reviewed based on four criteria:

1. Cost – based on a cost per call box rate per month, over the life of the contract, including all estimated taxes and fees;
2. Coverage – based on the ability of the Proposer to cover the current call boxes in the SAFE's network, as well as any future anticipated service;
3. Ability to implement and manage the program – taking into account experience and key personnel assigned to the contract; and
4. Responsiveness to the RFP.

The Sprint and Nextel proposals, although responsive, had more deficiencies and issues than the other proposals. The rates offered by those Proposers (including taxes and fees) were \$12.45 and \$15.56 per call box per month, respectively. In addition, there were serious issues relating to these cellular providers being able to cover the current call box system in each of the counties. Based on these factors alone, these two providers were not considered further for evaluation.

The Cingular proposal offered a rate of \$7.93 per call box per month. In addition to their rate being slightly higher than Verizon and AWS, the Cingular proposal also did not meet the coverage requirements as the remaining two Proposers. Cingular believed they would be able to cover about 83.8% of the existing call

box system locations. Therefore, the Cingular proposal was not considered further for evaluation.

The remaining two Proposers, Verizon and AWS, were equally responsive to the RFP, had comparable pricing structure (approximately \$6.50 per call box per month) and could demonstrate that 99% or more of the existing call box network locations could be covered by their digital networks. In addition, each Proposer was thoroughly responsive to the RFP and demonstrated an ability to implement and manage the program. At this point, the SAFEs focused on technical and one time upgrade cost issues, so that one Proposer could be recommended for consideration. Note that whichever Proposer is selected, the SAFE will have to upgrade each call box transceiver to be compatible with the new digital cellular service. Since these transceivers are not necessarily interchangeable with each of the different cellular providers, Staff is determined to make this upgrade to digital only once - so that the system is active and viable over the next ten year period. Therefore, which provider and technology is selected, is very critical to the continuation of the call box program.

AWS and Verizon use very different technology to implement their digital services. AWS uses GSM (Global System for Mobile Communications) technology, and Verizon utilizes CDMA (Code Division Multiple Access) technology. While both networks have excellent reliability and voice quality, and the companies have a long service history with a good track record of providing cellular services to public agencies, there are differences that have an impact on the upgrade and maintenance of the program. These major impacts are as follows:

1. There is currently an FCC ruling that all cellular phones (including call boxes) must now meet a requirement that when a 911/emergency call is placed, the emergency provider would be able to identify the cell phone location. One way that Verizon complies with this requirement is that each transceiver has a Global Positioning System (GPS) chip embedded within the device, that is then identified on the emergency provider end when 911 is activated. To make this work properly in the call box configuration, an additional antenna would have to be installed on every call box, resulting in a one time SAFE cost of approximately \$200,000. AWS utilizes another approach (triangulation) which does not result in any additional costs during the call box upgrade.
2. The GSM system utilizes a removable SIM (Subscriber Identify Module) card in every transceiver. SIM cards are small circuit boards which are inserted into the transceiver and store a variety of data about the specific phone. These cards can be pre-programmed before going out in the field, can be removed quickly and placed into another call box with the same data/phone number, and have other maintenance advantages that are difficult to quantify at this time (since this has not been used before). However, Staff believes that this is a definite advantage over CDMA technology, which does not use the SIM card approach.

3. The specific GSM technology used by AWS is also currently compatible with digital services provided by Cingular and T-Mobile. In the future, when the SAFE selects a specific technology and upgrades the call box network to that one specific technology, the SAFE has additional flexibility with two other service providers. Verizon is currently the only carrier that uses their particular form of CDMA technology.

So based on the issues identified above, the Evaluation Committee ranked the proposals in the following order:

1. AWS
2. Verizon
3. Cingular
4. Sprint
5. Nextel

Staff recommends that AWS be awarded a contract as the SAFE's digital cellular provider. Since AWS is the current analog provider, then the transition from analog to digital within the same company should be a smooth transition and have minimal impact on the call box system. As each call box is converted over from analog to digital, then AWS will prorate the analog rate, the SAFE will be invoiced and no longer invoiced for that particular call box for analog service. Ultimately, when no more analog phones are in the system, then the current contract with AWS for analog cellular services will terminate. Since the current AWS rate for analog service is \$7.50 per call box per month, then the new rate of \$6.50 per month for digital service is well within the current year budget estimate.

Even though the overall contract term (one year of transition from analog to digital, plus five full years of digital service) is greater than the SAFE policy provides for (typically three), the policy also provides the SAFE Board discretion and the authority to approve a contract for a longer duration. Staff recommends a longer contract term, because of the one-time cost and expense to upgrade the system and that the upgrade will now limit the SAFE to a specific technology. In addition, the rate is constant over the duration of the contract and provides a cost savings advantage to the SAFE. Should at any point in time, there are other cellular providers of this specific type of GSM service that are offering lower rates to other SAFEs with similar quality of coverage, then the San Bernardino SAFE does have the option to go back out to bid and change cellular providers.

It is anticipated that this transition from analog to digital will occur gradually through this fiscal year (FY) and into FY 2005/2006. AWS has agreed to continue to provide analog service throughout the transition, so that the call box system can continue to provide an excellent service to the motoring public.

The only other possible impact to this contract in the future would be the pending merger of AWS with Cingular. At the time of proposal submission, the merger was not complete and both companies submitted separate proposals with separate proposing teams. Should the merger take place, then the newly formed company would be obligated to honor the SAFE contract under the current terms and

conditions. So the SAFE is optimistic that this pending merger will not impact the Contract or the provision of services to the call box system.

**Financial Impact:** The total contract amount is \$664,426.00 and it is estimated that of this amount. Approximately \$28,000 will be expended from this Contract in FY 2004/2005. Funds have been included for cellular service in the FY 2004/2005 SAFE budget, and are sufficient to cover these costs. Any unfunded obligations will be included in the appropriate future years' budget and will be funded by routine/ongoing SAFE funding sources. Funding source is SAFE Vehicle Registration Fees, TN 0570205.

**Reviewed By:** Due to the cancellation of Plans and Programs Committee, this item has not had prior policy committee review. This contract has been reviewed and approved as to form by SAFE counsel.

**Responsible Staff:** Michelle Kirkhoff, Air Quality/Mobility Programs Director  
Kelly Lynn, Air Quality/Mobility Program Manager

**SANBAG Contract No. 05-002**

by and between

San Bernardino Associated Governments

and

AT&T Wireless Services (AWS)

for

Digital Cellular Services for the Call Box Network**FOR ACCOUNTING PURPOSES ONLY**

X Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input type="checkbox"/> No	X Original <input type="checkbox"/> Amendment
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Notes:

Original Contract:	\$ <u>664,426</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →** \$ 664,426

Please include funding allocation for the original contract or the amendment

Task	Cost Code	Funding Sources	Amounts
1 0570205	5520	1 DMV Registration Fees	\$ 664,426
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____

Original Board Approved Contract Date: 11/3/04 Contract Start: 11/3/04 Contract End: 6/30/10

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

FY: 0405	FY: 0506	FY: 0607	FY: 0708	FY: 0809	FY: 0910
\$ 27,556	\$ 125,970	\$ 125,970	\$ 128,310	\$ 128,310	\$ 128,310

Is this consistent with the adopted budget? X Yes No

If no, has the budget amendment been submitted? Yes No

**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: X No ☐ Yes \_\_\_\_\_ %

Task Manager: Michelle Kirkhoff

Contract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**CONTRACT NO. 05-002**  
**BETWEEN**  
**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**  
**AND**  
**AT&T WIRELESS SERVICES**  
**FOR THE PROVISION OF DIGITAL CELLULAR SERVICES**

This Contract is entered into as of this third day of November 2004, in the State of California by and between the San Bernardino Service Authority for Freeway Emergencies referred to herein as "SAFE," and AT&T Wireless Services, referred to herein as "CONTRACTOR".

WHEREAS, SAFE was established pursuant to Section 2550 of the California Streets and Highways Code for the purpose of implementing, maintaining and operating a motorist aid system for call boxes in San Bernardino County (referred to herein as "COUNTY") freeways and state highways, and certain county roads; and

WHEREAS, SAFE manages and operates a system of approximately 1,615 San Bernardino call boxes at selected locations along interstate and state highways and certain county roads within the COUNTY, which call boxes are used to provide communication for motorist aid purposes using specific cellular technology provided by CONTRACTOR; and

WHEREAS, CONTRACTOR has agreed to provide cellular communications services to SAFE on the terms and conditions contained below.

NOW, THEREFORE, SAFE and CONTRACTOR hereby agree as follows:

**SECTION I**  
**SERVICES OF THE CONTRACTOR: TERM**

**1. General Scope of Services.** CONTRACTOR shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise necessary to fully and adequately provide digital cellular services to one hundred percent (100%) of call boxes operated by SAFE within the COUNTY, which exist at the execution of this Contract (see Exhibit A - Location of COUNTY Call Boxes), and to such other call box sites as SAFE may install within CONTRACTOR's coverage area as it exists during the term and any extension of this Contract. SAFE is responsible for all equipment, hardware, software and connections for the call boxes. SAFE may install additional call boxes within the COUNTY, only after cellular communications service is available at each new site. Refer to Exhibit B for CONTRACTOR Digital Range of Service.

A. Use of Service/Phone Number. Resale of service is prohibited without prior written contractual arrangements with CONTRACTOR and any required regulatory approvals.

B. Term. Unless earlier terminated as provided herein, the term of this Contract shall be a five year and eight month Contract, from November 3, 2004 or the date of issuance of the Notice to Proceed by the SAFE, whichever occurs first, to June 30, 2010, unless earlier terminated as provided herein. The SAFE, upon mutual agreement of CONTRACTOR, may renew this Contract for a total of five (5) separate one year terms:

Option Year 1: July 1, 2010 through June 30, 2011

Option Year 2: July 1, 2011 through June 30, 2012

Option Year 3: July 1, 2012 through June 30, 2013

Option Year 4: July 1, 2013 through June 30, 2014

Option Year 5: July 1, 2014 through June 30, 2015

The rate provided in the option years shall be the rate identified in Section III.1. SAFE must provide written notice to CONTRACTOR no less than one hundred eighty (180) days prior to the end of the applicable term, indicating SAFE's intent to exercise the option to this Contract. CONTRACTOR shall complete the Services within the term of this Contract. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.

## **SECTION II**

### **RESPONSIBILITIES OF CONTRACTOR**

1. **Control and Payment of Subordinates.** SAFE retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee of SAFE. The personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries, and other amount due its employees in connection with their performance of Services under this Contract and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2. **Conformance to Applicable Requirements.** All work performed by CONTRACTOR shall be subject to approval of SAFE and executed in a manner consistent with professional standards of due care.

3. **Indemnification and Limitations of Liability.**

A. CONTRACTOR shall defend with mutually agreed upon counsel, indemnify and hold SAFE and the San Bernardino Associated Governments, its officials, officers, employees and agents free and harmless from any and all liability for loss, damage or injury to property or persons, including wrongful death, in any



manner arising out of or incident to any acts, omissions or willful conduct of CONTRACTOR arising out of or in connection with CONTRACTOR's performance under this Contract, including without limitation the payment of attorney's fees.

**4. Standard of Care; Licenses.** CONTRACTOR shall perform the Services under this Contract in a skillful and competent manner. CONTRACTOR shall be responsible for any errors or omissions in its execution of this Contract. CONTRACTOR represents and warrants to SAFE that it has all licenses, permits, qualifications and approvals of whatever nature that is legally required to perform the Services under this Contract. CONTRACTOR further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Contract. CONTRACTOR will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. CONTRACTOR will notify SAFE immediately of loss or suspension of any such licenses and permits. CONTRACTOR makes no representations or warranties to end user of call boxes regarding to availability or adequacy of service. SAFE shall not make any such representations or warranties to end users.

**5. Insurance.**

A. CONTRACTOR shall procure a Commercial General Liability Insurance Policy in amounts and form set forth below:

(1) Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

- |                                    |             |
|------------------------------------|-------------|
| (a) Per occurrence:                | \$5,000,000 |
| (b) Project Specific Aggregate:    | \$5,000,000 |
| (c) Products/Completed Operations: | \$5,000,000 |
| (d) Personal Injury Limit:         | \$5,000,000 |

(2) Required General Liability Policy Coverage. Any general liability policy provided by CONTRACTOR hereunder shall include the following coverage:

- (a) Premises and Operations.
- (b) Products/Completed Operations with limits of at least \$5,000,000 per occurrence to be maintained for five years following acceptance of the work by SAFE.
- (c) Contractual Liability expressly including liability assumed under this Contract.
- (d) Independent Contractor's Liability.

If CONTRACTOR is unable to provide the \$5,000,000 aggregate limit indicated in Section II.5.A (1) and (2) above, CONTRACTOR shall provide an Excess or Umbrella Option that achieves the \$5,000,000 aggregate per project specific aggregate.

(3) Additional Insured Endorsement. Any general liability policy provided by CONTRACTOR hereunder shall contain an additional insured endorsement that applies its coverage to SAFE, the members of the SAFE Board of Directors and its officers, agents, employees and volunteers. Any SAFE self-funded program and/or insurance policy shall be excess only and not contributing to such coverage.

(4) Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injuries, including death, property damage, personal injuries and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insure the performance by CONTRACTOR of that part of the indemnity agreement contained in this Contract relating to liability for injury to or death of persons and damage to property per project, per location aggregate endorsement. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, SAFE may require additional coverage to be purchased by CONTRACTOR to restore the required limits. CONTRACTOR may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

B. Professional Errors and Omissions Liability Insurance. If CONTRACTOR provides and/or engages the services of any type of professional services, including, but not limited to, engineers and architects, whose failure due to a mistake or deficiency in design, formula, plan, specifications, advisory, technical or other services could result in liability, CONTRACTOR shall obtain professional errors and omissions liability insurance. Coverage will meet or exceed the following minimum requirements:

(1) Limits shall not be less than \$1,000,000 each claim and \$3,000,000 aggregate total for all claims and shall be solely dedicated to claims arising from professional services provided in this project.

(2) Coverage to apply to all professionals. In the event that CONTRACTOR has an excess policy, excess coverage shall be allowed to achieve the \$3,000,000 aggregate total.

(3) The policy period shall provide coverage through the date of substantial completion and include a 60-month extended reporting period beyond such substantial completion.

(4) Coverage shall include contractual liability.

C. Comprehensive Automobile Liability Insurance. CONTRACTOR shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned occurring during the policy

term, in the amount of not less than \$1,000,000, combined single limits per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

D. Statutory Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall maintain a policy of California Worker's Compensation coverage in statutory amount and Employer's Liability coverage for not less than one \$1,000,000 per occurrence for all employees of CONTRACTOR engaged in services or operations under this Contract.

E. Subcontractor's Insurance. CONTRACTOR shall make certain that any and all subcontractors hired by the CONTRACTOR carry insurance meeting the requirements of this Section II.5. If any subcontractor's coverage does not comply with the foregoing provisions, CONTRACTOR shall indemnify and hold SAFE harmless of and from any damages, lost or cost or expense, including attorney's fees, incurred by SAFE as a result thereof.

F. General Provisions.

(1) Evidence of Insurance. CONTRACTOR shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of this Contract, deliver to SAFE certificates of insurance evidencing the same, together with appropriated separate endorsements thereto, evidencing that CONTRACTOR has obtained such coverage for the period of this Contract. CONTRACTOR shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to SAFE within thirty (30) days prior to the expiration of the term of any policy required herein. CONTRACTOR shall permit SAFE at all reasonable times to inspect any policies of insurance of CONTRACTOR which CONTRACTOR has not delivered to SAFE.

(2) Claims Made Coverage. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- (a) The policy retroactive date coincides with or preceded Contractor's commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).
- (b) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Contract, including the requirement of adding all additional insureds.
- (c) If insurance is terminated for any reason, CONTRACTOR shall purchase an extended reporting provision of at least two years to report claims arising in connection with this Contract.

- (d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

G. Failure to Obtain or Maintain Insurance: SAFE Remedies. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of this Contract, and SAFE may, at its option, obtain and pay for such insurance and deduct from payments due to CONTRACTOR such amounts paid, or terminate this Contract for any such default by CONTRACTOR.

H. No Litigation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR, and any approval of said insurance by SAFE or its insurance contractor(s), are not intended to or shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

I. Notice of Cancellation of Change of Coverage. All insurance and the certificates of insurance provided by CONTRACTOR must evidence that the insurer providing the policy will give SAFE thirty (30) days written notice, at the address shown in Section V.5 of this Contract, in advance of any lapse, cancellation, reduction or other adverse change respecting such insurance.

J. Qualifying Insurer. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of the Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A:VIII according to the current Best Current Rating Guide, or a company of equal financial stability as determined by SAFE.

K. Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein, and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind, and extent of risk which exists at the time of change in insurance required.

### **SECTION III**

### **FEES AND PAYMENTS**

1. Payment for Communications Service. CONTRACTOR shall provide communications service to SAFE as provided in the WSCA Participating Addendum (Exhibit C), which is incorporated into and made a part of this agreement. Service will be provided at the rates as specified in the WSCA Participating Addendum, with the following exception. CONTRACTOR will provide the Business Local GSM \$16.99 plan (the "Call Box Plan") with a credit of \$10.00 per month per user. Per the terms of the WSCA Participating Addendum, after this credit and applicable discount, the pre-tax cost of the Call Box Plan will be \$5.94. CONTRACTOR will not charge SAFE for any long

distance or roaming, as long as use of the Call Box Plan conforms with its intended purpose. This rate is exclusive of all sales, use or other taxes, fees, and surcharges. These fees/taxes are estimated to be, for the purposes of this Contract, approximately \$.56 per call box per month and will only be charged to SAFE on an accrued basis. CONTRACTOR shall waive the current and any future Regulatory Program Fees which are currently \$1.75 per call box per month. Per the terms of the Call Box Plan, the monthly charge for each call box shall include a system wide aggregate airtime equivalent to 60 minutes per month, per call box, and a charge of \$.40 per minute for each airtime minute used in excess of the aggregate number of airtime minutes included in the monthly charge. Each additional call box added to the system shall have the same rate structure as above. Should a box be activated without a full month of service, then the rate shall be prorated. Based on the fee structure as proposed above, the total not-to-exceed amount, for the initial term of the contract shall be six hundred and sixty four thousand and four hundred and twenty six dollars and no cents (\$664,426.00).

A. Except for the charges and possible charges which are specifically described above, SAFE shall not pay any charge(s) of any kind, including but not limited to charges relating to its activation or changes of telephone numbers, porting of existing telephone number, assignment of new telephone numbers, or usage of telephone service, even if such charge(s) are now or in the future provided for in the CONTRACTOR's tariffs.

B. CONTRACTOR shall bill SAFE for charges in accordance with this paragraph monthly in arrears. The basis for each month's invoice will be the total number of active call boxes multiplied by the rate identified in Section III.1 above, plus airtime used in excess of the amount included in the monthly charge. The invoice will also identify the total airtime minutes used. Airtime usage of any part of a minute will be rounded up on each call to the next higher minute. Airtime usage for calls originated by a call box will begin when the call is connected to SAFE's private call answering call center, designated call box maintenance facility, or other telephone number designated in writing by SAFE. Calls to numbers other than those enumerated above and any fraudulent or "cloned" calls will be considered unauthorized. Unauthorized calls shall not be charged to SAFE. SAFE shall notify CONTRACTOR promptly if it learns of fraudulent or "cloned" calls.

C. CONTRACTOR will use reasonable efforts to arrange invoice periods based upon a calendar month, beginning with the first day of the month. If SAFE fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SAFE a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are over thirty (30) days overdue.

D. Invoice format shall be approved by the SAFE prior to the first invoice period. Each monthly invoice shall include contract amount, payments paid by SAFE and received by CONTRACTOR, current period expenses, and resulting contract balance. On a quarterly basis, CONTRACTOR shall provide to SAFE a full

accounting history of contract, to include all payments received and for which invoice period, all credits issued and for which invoice period, and the current balance.

E. Should one or more call boxes to which service has been connected at any time roam to another carrier, CONTRACTOR shall be responsible for the roaming costs and the long distance costs, if any, attributed to such calls and such costs shall not be billed to SAFE.

**2. Increased or Decreased Quantities.** Call box quantities provided in this Contract are estimates only. The actual number of call boxes installed and active may vary from month to month. Call boxes may be added and/or removed from the system during its term or any extension thereof. Payment to the CONTRACTOR will be based on the actual number of call boxes for which service is activated. SAFE will promptly notify CONTRACTOR of any changes in the number of call boxes installed and activated in the system.

**3. System Maintenance.** CONTRACTOR, to the extent practicable, shall perform cell site maintenance during the call box systems off-peak hours that are from 6:00 p.m. to 6:00 a.m. CONTRACTOR's best efforts are required to restore emergency outages of service within three (3) days of service failure. CONTRACTOR will promptly notify SAFE, its maintenance contractor, the California Highway Patrol and the SAFE's private call answering center contractor of service failures. CONTRACTOR shall also notify SAFE's maintenance provider 48 hours prior to any scheduled maintenance on the cellular network.

**4. Data Collection.**

A. CONTRACTOR shall collect and make available to SAFE as part of this Contract and at no cost to SAFE or its agents, the following information for each call originated from a call box which CONTRACTOR services:

- (1) Date;
- (2) Call Box Identification;
- (3) Call Box phone number;
- (4) Destination Phone Number;
- (5) Duration of Call;
- (6) Time Call is sent;
- (7) Time Call is answered;
- (8) Disconnect Time;
- (9) Clear Time;
- (10) Rated Air Duration; and
- (11) Total Number of Calls by Call Box.

B. CONTRACTOR shall provide along with its monthly invoice the information required in Section III.4.A above in an electronic ASCII text file format to SAFE as well as made available through a password protected internet website. The information provided with the monthly invoice shall include the name and

telephone number of the individual responsible for the preparation of this information. This individual shall be available for telephone contact during normal business hours in the event of problems with the data provided. Technical assistance shall be provided at no charge. The format of the invoice and billing information prepared by the CONTRACTOR shall be approved by SAFE prior to the compilation of the first bill/invoice.

**5. Sources of Funding.** It is understood that SAFE funding for the Services under this Contract is being provided primarily from the California Department of Motor Vehicle (DMV) Registration fees. It is agreed that at any time funds from the DMV Registration Fees are not available to SAFE for the full amount of this Contract, SAFE may immediately terminate this Contract in writing, but shall pay to CONTRACTOR from other sources any amounts required to cover CONTRACTOR's full compensation to the date of Contract termination.

**6. Most Favored Customer.** CONTRACTOR agrees that, throughout the term of this Contract, it does not anticipate that it will enter into any digital cellular services agreement with any California Service Authority for Freeway Emergencies (hereinafter referred to as "California SAFE") with whom it has either an existing contractual relationship or has no contractual relationship that predates this Contract, pursuant to which CONTRACTOR would charge digital cellular services fees less than those as indicated in this Contract for substantially the same quantity of call boxes and volume of service contemplated by this Agreement. Should the SAFE establish that such lower fees have been agreed to by CONTRACTOR with another California SAFE, CONTRACTOR agrees to meet with SAFE and review the terms of this agreement, and act in good faith to reach such changes to this agreement as both parties may agree to, and formalize these changes through written amendment to this agreement. Should the parties not reach agreement to what, if any, changes should be made to this agreement, SAFE may elect to exercise its right to termination, as provided in Section V.1.A. In addition, should a California SAFE agree to utilize the results of the SAFE's Request for Proposal, resulting model contract and resulting fee structure, CONTRACTOR agrees to reasonably consider providing the same price structure and terms of this Contract to that California SAFE to the extent that CONTRACTOR has service coverage within the jurisdiction of that California SAFE.

#### **SECTION IV** **ACCOUNTING RECORDS**

**1. Accounting Records.** CONTRACTOR shall maintain complete and accurate records with respect to the rates charged under this Contract. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of SAFE during normal business hours to examine, audit, and make copies of such records. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of three (3) years from the date of final payment under this Contract, or for such longer time as required by any State or Federal law or regulation.

#### **SECTION V** **GENERAL PROVISIONS**

## **1. Termination of Contract.**

A. SAFE may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Notwithstanding the provision of this Section V.1.A, a termination under Section III.5, Sources of Funding, is effective immediately upon written notice. Upon termination, CONTRACTOR shall be compensated only for those services that have been provided hereunder, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR, in executing this Contract, shall be deemed to have waived any and all claims for damages which may otherwise arise from SAFE's termination of this Contract for convenience or cause.

B. In the event this Contract is terminated in whole or in part as provided in paragraph A of this Section, SAFE may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. In the event this Contract is terminated as provided in Section V.1.A, SAFE may require CONTRACTOR to provide all finished or unfinished documents, data, reports, etc. prepared by CONTRACTOR for SAFE in connection with the performance of Services under this Contract.

**2. SAFE's Representative.** SAFE's Executive Director, or designee, shall serve as SAFE's Representative and shall have the authority to act on behalf of SAFE for all purposes under this Contract. SAFE's representative shall also review and give approval, as necessary, to the details of CONTRACTOR's work as it progresses.

**3. Representative of the SAFE.** In the performance of this Contract, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of SAFE.

**4. CONTRACTOR Contacts.** The CONTRACTOR will provide three designated key personnel to serve on this contract:

A. Larry E. Lafferty, as the contract manager, the primary point of contact to deal with contractual, policy and operational issues;

B. Linda S. Helton, as the billing/accounts receivables point of contact, who prepares the monthly invoice/bill, deals with any questions on invoices, billing and reimbursements; and

C. Wireless Network Control Center (WNCC), as the technical/maintenance point of contact possessing an understanding of equipment and cellular systems and is available 24 hours a day seven days a week, should there be problems with the cellular network, or problems with individual call box cellular locations.



CONTRACTOR shall notify SAFE when the above three key personnel are unavailable or any of the persons designated change. CONTRACTOR or designee must respond to written SAFE inquiries within two (2) SAFE business days.

**5. Notices.** Shall be provided to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

San Bernardino Service Authority for Freeway Emergencies  
Attention: Kelly Lynn, Air Quality/Mobility Program Manager  
1170 West 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

AT&T Wireless Services  
Attention: Larry Lafferty, Government Global Account Manager  
12900 Park Plaza Drive  
Cerritos, CA 90703

With a copy to:  
AWS National Accounts, LLC  
P.O. Box 97061  
Redmond, WA 98073  
Attn: Offer, Development & Negotiation  
Facsimile Number: 425-580-8662

Such notice shall be deemed made when personally delivered or (i) when mailed, forty-eight (48) hours after deposit in the U.S. Mail, or (ii) sent via registered or certified mail with return receipt requested, and addressed to the party at its applicable address.

**6. Change of Address.** Each party shall notify the other in writing of any change in mailing address within ten (10) days of the address change.

**7. Conflict of Interest.**

A. CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest, as defined by the Political Reform Act and the associated regulations governing conflicts of interest (Government Code Section 81000 et seq. and 2 CCR 18700 et seq.), exists between its officers, employees, or subcontractors and the SAFE. CONTRACTOR shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In the event that SAFE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by SAFE and such conflict may constitute grounds for termination of this Contract.

B. CONTRACTOR covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services required hereunder.

C. If CONTRACTOR or any of its officials or employees is a "public official," as defined by Government Code Section 82048 and California Code of Regulations Section 18700, CONTRACTOR agrees to abide by the provisions of the Conflict of Interest Code of SAFE and the determination of the Executive Director as to the status of CONTRACTOR's position and the filing of Statements of Economic Interests pursuant to the Political Reform Act (Government Code Section 81000, et seq.). SAFE shall provide a copy of said Conflict of Interest Code to CONTRACTOR if CONTRACTOR or any official or employee of CONTRACTOR is requested to file.

**8. Records.** CONTRACTOR shall maintain all records and management books pertaining to service used by SAFE and maintain all fiscal, statistical, and management books and records pertaining to delivery of service to SAFE under this Contract. Said records shall be kept and maintained and shall be made available to SAFE upon reasonable request. Records should include, but are not limited to monthly calling history, list of phone numbers called by SAFE's call boxes, and other records specifically related to the performance of services hereunder. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of this Contract.

**9. Right to Monitor and Audit.** SAFE or its representative shall have an absolute right to review and audit all records, books, papers, documents, corporate minutes, and other records required to be maintained hereunder as requested, and shall have an absolute right to monitor the performance of CONTRACTOR in the delivery of Services provided under this Contract. CONTRACTOR shall give full cooperation in any auditing or monitoring conducted. CONTRACTOR shall cooperate with SAFE in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by SAFE.

**10. Health and Safety.** CONTRACTOR shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program Services are provided under the terms of this Contract.

**11. Environmental Regulations - EPA Regulations.** If the amount available to CONTRACTOR under this Contract exceeds \$100,000, CONTRACTOR will agree to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). CONTRACTOR shall also observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

**12. Americans with Disabilities Act.** CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act.

**13. Notification.** In the event CONTRACTOR becomes aware of a problem or potential problem that will materially affect the quality or quantity of services or the level of performance under this Contract, CONTRACTOR shall notify SAFE and SAFE's maintenance contractor within one (1) day by telephone and/or fax, with written confirmation within two (2) working days from the discovery of a problem or a potential problem.

**14. Entire Contract.** This Contract contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified in writing signed by both parties.

**15. Governing Law and Venue.** The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. Therefore, the internal law of the state of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this Contract. The parties agree that the venue for any action or claim brought by any party to this Contract will be San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings any action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

**16. Time of Essence.** Time is of the essence for each and every provision of this Contract.

**17. Successors and Assigns.** This Contract shall be binding on the successors and assigns of the parties, but shall not be assigned by CONTRACTOR, except to its parents, without the prior written consent of SAFE.

**18. Equal Opportunity.** CONTRACTOR hereby agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted.

**19. Ownership of Materials/Confidentiality/Use of Data.**

A. Ownership. All materials and data, including data on magnetic media, prepared by CONTRACTOR, specifically for SAFE at SAFE's written request, under this Contract shall become the common property of SAFE and of CONTRACTOR. The CONTRACTOR and SAFE shall not be limited in any way in its use of such data at any time, provided that any such use is not within the purposes intended by this Contract shall be at the respective party's sole risk and provided that the other party shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Contract. CONTRACTOR shall not sell or distribute the data or other materials prepared under this Contract.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials created by CONTRACTOR specifically for SAFE in connection with the performance of this Contract shall be held confidential by CONTRACTOR. Such materials shall not, without the prior written consent of SAFE, be used by CONTRACTOR for any purposes other than the performance of the Services, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SAFE's name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SAFE. SAFE shall not use CONTRACTOR's name or insignia, or any publicity pertaining to the CONTRACTOR'S services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CONTRACTOR.

C. Use of Data. All data shall be provided to SAFE in hard copy and electronic media. Data on electronic media shall be Year 2000 Compliant and be provided in a form which will allow SAFE to use, access and manipulate the data to prepare reports and perform SAFE related activities contemplated by this Contract.

**20. Jury Trial Waiver.** CONTRACTOR and SAFE hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against SAFE or SAFE against CONTRACTOR on any matter whatsoever arising out of, or in any way connected with this Contract, the relationship of CONTRACTOR and SAFE, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any contract or tort or other claim.

**21. Attorneys' Fees and Costs.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, as determined by the court or arbitrator, shall recover its costs and attorneys' fees from the other party. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section II.3, Indemnification.

**22. Consent.** Whenever consent or approval of any party is required under this Contract, that party shall not unreasonably withhold nor delay such consent or approval.

**SECTION VI**  
**SUBCONTRACTING**

**1. Subcontracting.** CONTRACTOR shall not subcontract any portion of the Services required by this Contract, except as expressly stated herein, without prior written approval of SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

**IN WITNESS THEREOF, THE AUTHORIZED PARTIES HAVE BELOW SIGNED AND EXECUTED THE CONTRACT ON THE EFFECTIVE DATE:**

SAN BERNARDINO SAFE

AT&T WIRELESS SERVICES

\_\_\_\_\_  
Paul Biane, President

\_\_\_\_\_  
William Evans  
Sr. Director, Offer Negotiations and  
Development

REVIEWED AND RECOMMENDED  
FOR APPROVAL

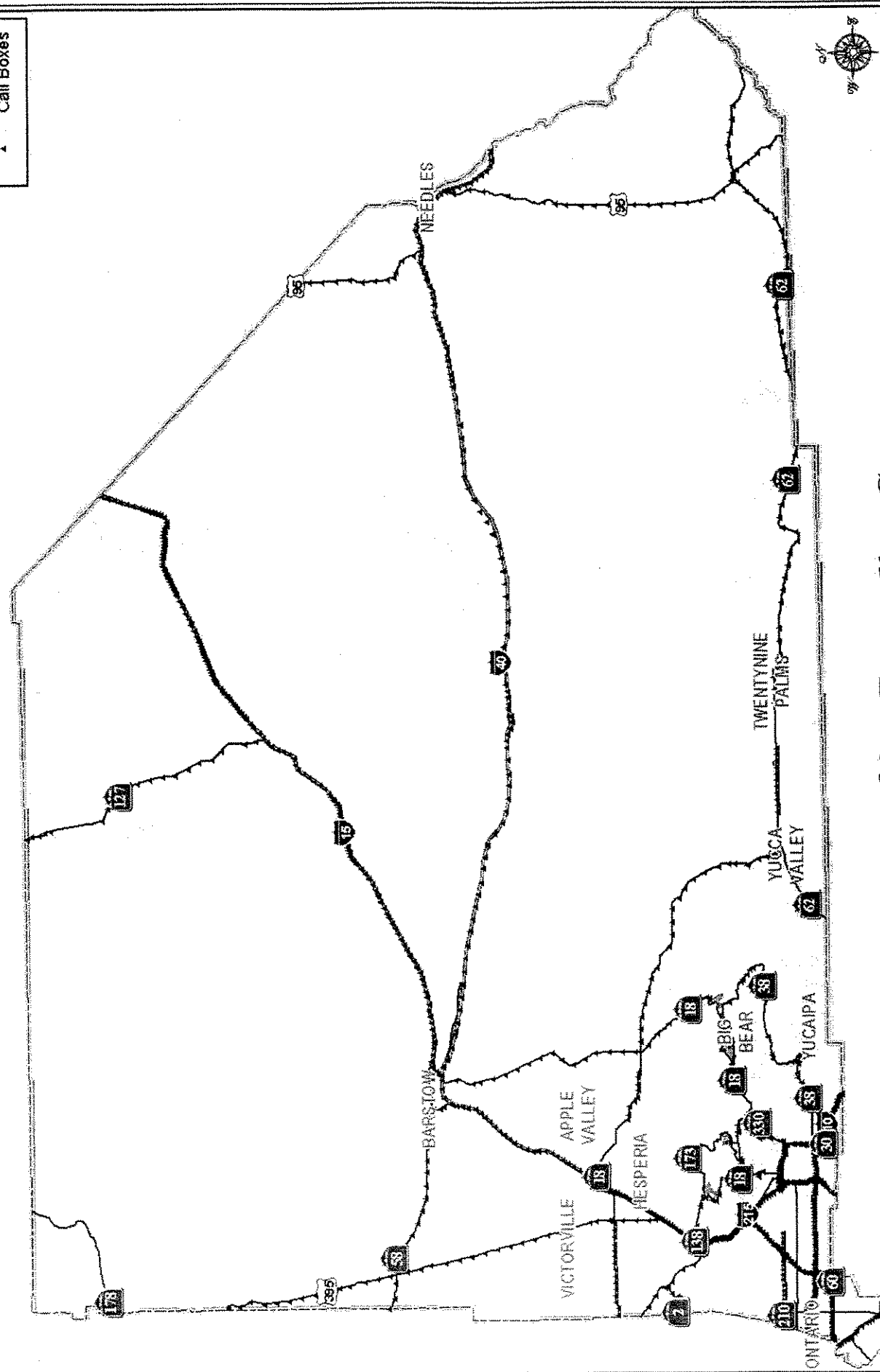
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Norman R. King, Executive Director

APPROVED AS TO LEGAL FORM FOR SAFE

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Jean-Rene Basle, SAFE Counsel

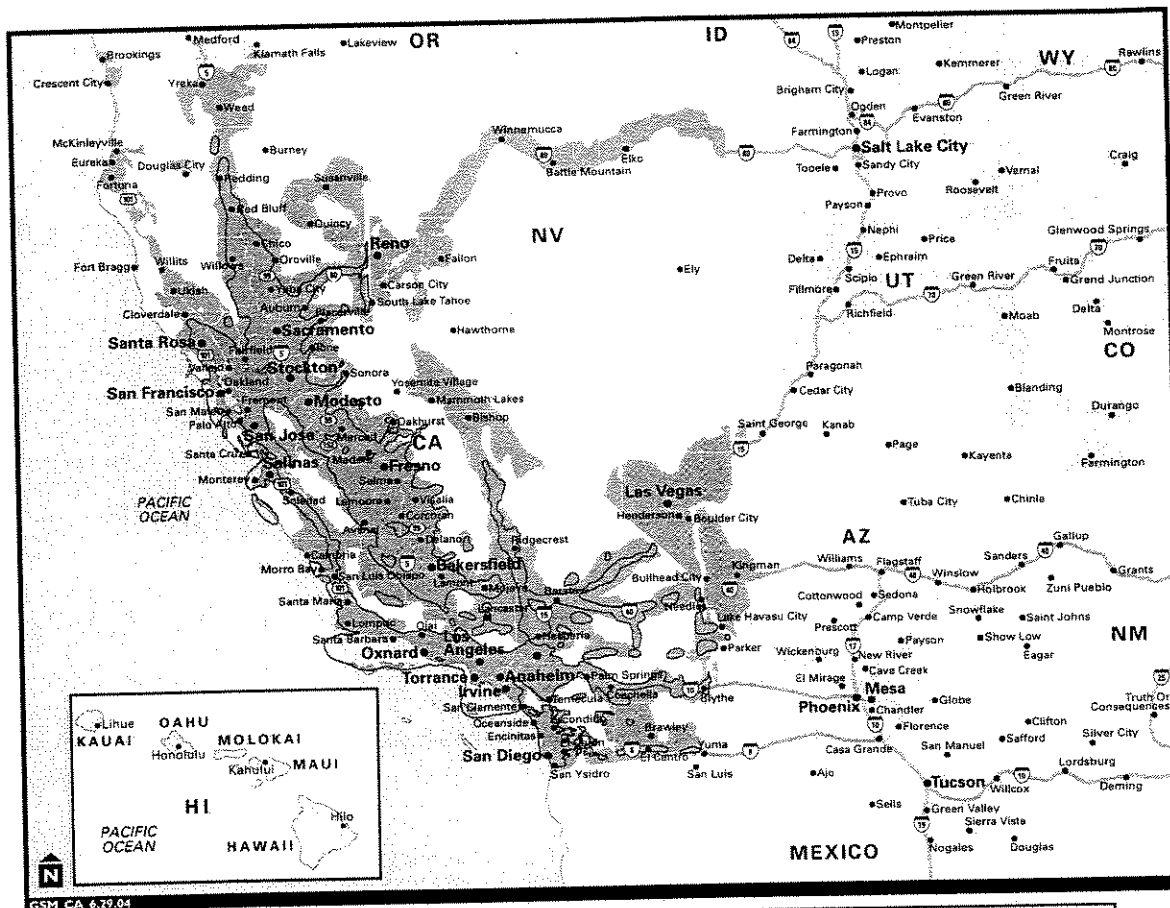
**Legend**

• Call Boxes



*Locations of San Bernardino County  
Call Boxes*





**GSM™ America Local Service Area**  
Voice usage in this area will be applied to any included minutes in your plan.

— **Mobile-to-Mobile Service Area**  
**Service Not Available**

**GSM™ Roaming Service Area**  
Voice usage in this area will be billed according to the roaming rate listed for your plan. Customers on GSM™ America National from AT&T Wireless will pay no roaming charges in this area.

This map is not a guarantee of actual coverage and it may contain areas with limited or no coverage. This map shows approximate outdoor coverage based on computer-generated modeling, public information and information provided by third parties. Actual coverage depends on customer's equipment, terrain, signal strength, weather, system availability, capacity, repairs, modifications, and other conditions and may vary significantly in buildings. Please note that the display on your device will not indicate the rates you will pay. It is possible that you may pick up the signal of another carrier when in the area where you can use your included minutes or kilobytes and these calls or data sessions may be billed at roaming rates.

Some features work only on the portion of our network that we own and operate.

## Exhibit C

# WSCA (Western States Contracting Alliance) Participating Addendum

**PARTICIPATING ADDENDUM  
FOR: San Bernardino Service Authority for Freeway Emergencies ("SAFE")  
UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
MASTER PRICE AGREEMENT 10-00115**

**1. Scope:**

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Price Agreement, # 10-00115 (the "WSCA Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum: San Bernardino Service Authority for Freeway Emergencies is the sole authorized Purchasing Entity under this Participating Addendum, and may purchase products and services under the terms and conditions of the price agreement.

**2. Subcontractors:** The following subcontractor(s) are authorized to perform services: NONE.

**3. Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: 10-00115

**4. Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

**5. Order of Precedence:** The parties acknowledge and agree that:

(a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

(b) This §5 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.



## *Minute Action*

AGENDA ITEM: 11

**Date:** November 3, 2004

**Subject:** Agreement for Call Box Component Upgrade and Maintenance Services

**Recommendation:** \*

1. Execute Agreement No. 05-006, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and Comarco Wireless Technologies (CWT), in an amount not to exceed \$5,785,129 for the one time component upgrade to the call box network, as well as ongoing maintenance services from November 3, 2004 through June 30, 2010, with the ability to extend the Contract for five one-year options, as outlined in the Financial Impact section below, and
2. Amend the Fiscal Year (FY) 2004/2005 Budget, to Task Number (TN) 0570205, an amount of \$2,043,426, per the attached Budget Request Form.

**Background:** The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,615 call boxes on freeways and highways in San Bernardino County. Each call box is a battery powered, solar charged roadside terminal with a microprocessor and built-in analog cellular telephone. The call box network has assisted over 1.35 million calls since inception, and currently handles approximately 50,000 calls per year.

The initial ten-year contract for call box maintenance services was awarded through a competitive process, whereby Cellular Communications Corporation, a division of GTE MobilNet, was selected as the successful bidder. In October

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

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A05006AttB-MMK.doc  
A05006AttachmentC-MMK.doc  
A05006AttD-MMK.doc  
0570205

1996, GTE sold their call box unit to Comarco Wireless Technologies (CWT), who is headquartered in Irvine, California. CWT has provided call box maintenance services since this merger with GTE in 1996.

Because of the age of the call box network, an immediate upgrade to the call box system is required for the following reasons:

1. The cost to replace aged and obsolete components far exceeds the cost to continue to repair them. Some of the original call box components are no longer manufactured. When those components are replaced with newer versions, then compatibility issues arise with the existing older components. The upgrade will replace the following call box components: digital transceiver, controller board, dual band antenna and components which assist hearing and speech impaired motorists;
2. Over the past few years AWS and other analog service providers have stated they will no longer provide analog services, due to a Federal Communications' Commission (FCC) ruling permitting these providers to phase out their analog network. As a result, SAFEs throughout the Country have experienced a degradation in call box cellular service, and realize that it is inevitable that all call boxes will have to transition to another form of cellular service in the near future;
3. Digital technology has matured where there is viable digital service available for the call box program; however, to transition to digital service, the call box components must be upgraded first; and
4. The funding mechanism is inequitable for this type of a program; so it has taken several years to accrue revenue to pay for the upgrade program.

Because of these reasons, an RFP was released on July 7, 2004 and distributed to upgrade and service providers of this nature throughout the region. A pre-proposal meeting was conducted on July 20, 2004 and the proposal deadline was extended to September 13th. The Evaluation Committee consisted of staff from:

- San Bernardino SAFE Staff, Michelle Kirkhoff, Kelly Lynn and Chuck Wisdom (contract staff through Fluor),
- Jerry Rivera - Riverside SAFE,
- Eddie Castoria - San Diego SAFE, and
- Ken Coleman - Los Angeles Metropolitan Transportation Authority.

Two proposals were ultimately submitted to the SAFEs for consideration, from CWT and US CommLink. The Evaluation Committee reviewed both proposals

and conducted telephone interviews with each Proposer. The proposals were reviewed based on five criteria, totaling 100 points:

1. Work Plan – adequacy and viability of the approach in performing and managing the work identified in the scope of work
2. Staffing and Qualifications – demonstrated ability to provide upgrade services, and to effectively oversee maintenance crews/services; knowledge of call box communications systems, troubleshooting and operations, and experience working with a variety of stakeholders.
3. Operations – performance of monitoring, reporting, troubleshooting, data management of call box system and ability to begin work as outlined in the timeline.
4. Cost – Proposed costs needed to complete upgrade, as well as ongoing maintenance costs for the contract period and option years.
5. Local Preference Criteria – based on SANBAG policy.

Upon review of both proposals and interviews with the Proposers, the Evaluation Committee ranked and scored the Proposers in the following order (out of total possible score of 100):

1. CWT – average score of 85.8, and
2. US Commmlink – average score of 62.3

The CWT proposal was unanimously deemed superior by the Evaluation Committee, as compared to the US Commmlink proposal, for several reasons.

1. The CWT work plan was very thorough, with a detailed transition plan and thorough certification process for the digital cellular service. The Commmlink work plan did not contain detailed dates, phasing plan or how they would go about the upgrade process; instead, they stated that they would work out these issues upon award of contract.
2. CWT's contract/project management staff is located in Irvine, and dedicated supervision and field staff are located in Colton and Barstow, for both the upgrade and the maintenance portion of the project. All of their assigned staff have worked in this arena and have performed on very similar projects in scope and magnitude. The Commmlink team was more bi-furcated, with contract management in Livermore (Commmlink), supervision/dispatching would be from sub contractors located in Anaheim and the field staff would also be subcontractors located in Highland. This exact team has not worked together on a call box project before, and the subcontractors, who would be performing the upgrade and all of the field work, have not performed on a call box project of this scope of magnitude in the past. Since this project is intended to be a true turn key operation, it appeared that if Commmlink were selected, SAFE staff could be spending its resources to oversee the Commmlink sub contractors.
3. The CWT upgrade components have been in the field and tested for some time now, while the Commmlink upgrade components were newer and did not have as much field testing for projects of this scope or magnitude.

4. Because the San Bernardino SAFE is the first SAFE to go out for an RFP for digital upgrade services, which has prompted CWT to purchase in bulk the related upgrade products, this has prompted CWT to include in their proposal to the SAFE, a one time credit for the SAFE, to use on products and services above and beyond contract costs. The credit would be spread out over two fiscal years, upon which at the end of this period, should a credit remain, then the balance would be refunded to the SAFE.
5. Note that this RFP does not base the award solely on low bid. The overall price structure within the proposal is one of five criteria by which the contract is awarded. The rates proposed for the ongoing maintenance, from both Proposers, were very similar in price.
6. The fees/rates for the upgrade portion of the contract did vary. The Commlink proposal was \$448,907 less than the CWT proposal. However, because there were differences in the quality of service and service delivery, when all the factors were considered and the proposals were viewed in a comparable manner, the Evaluation Committee believed that the CWT proposal would be equal if not more cost-effective in the long run. This was because the Commlink team proposed to use existing SAFE parts and inventory (which has been communicated to Commlink that there are none), in lieu of using new parts (which CWT proposed). Because existing SAFE parts and inventory have been depleted over the years to cut costs, it appears the Commlink proposal is well under bid and not comparable to the CWT proposal. In addition, the Evaluation Committee believes that additional SAFE staff time would be required to oversee the Commlink team (where subcontractors are primarily doing the bulk of the work, with little prior experience); whereas the CWT team would truly be turn key and independent and has past experience.
7. CWT met a portion of the local preference criteria, and Commlink did not meet the criteria at all.

Due to the reasons above, the Evaluation Committee unanimously recommends that the SAFE award a contract to CWT for the one time upgrade, and ongoing maintenance. Attached are the contract summary sheet, the budget request form, Attachment B – Scope of Work, and Attachment C - Rates and Fee Schedule.

Over the past several years, the SAFE has taken drastic cost cutting measures to accumulate funds in preparation for this upgrade program. The SAFE fund balance is approximately \$2.5 million dollars. There are dedicated SAFE funds to cover the one time upgrade costs for FY 2004/2005. This one time additional budget need (\$2,043,426) must be amended into the FY 2004/2005 Budget (see attached Budget Request Form). Based on historical costs and revenues, it is anticipated that the remaining SAFE fund balance will be sufficient to cover additional one time upgrade costs in FY 2005/2006 (estimated to be \$417,395). Ongoing call box revenues (approximately \$1.5 million generated annually) will

be more than sufficient to pay for routine maintenance costs in years FY 2005/2006 and beyond.

The overall contract term (one partial year of the upgrade and maintenance, plus five full years of maintenance service) is greater than the SAFE policy provides for (typically three years plus options); however, the policy also provides the SAFE Board discretion and the authority to approve a contract for a longer duration. Staff recommends a longer contract term, which is related to the one time cost and expense to upgrade the system. Once the system is upgraded and "like new", CWT will warranty the parts and provide for any repair at a lower cost, than if another company were brought on at a later point in time. This is justification to maintain the upgrade provider as the maintenance provider for an additional two and a half years.

Note that U.S. Commlink was contacted by phone and told that they were not the successful Proposer in late September. On October 11, 2004, U.S. Commlink transmitted a letter to SANBAG with questions and concerns as to why they were not awarded this contract. Most of their concerns and comments were not relevant to the RFP process. However, assuming their costs were competitive, the letter did raise concerns about the evaluation process and scoring. Therefore, pursuant to the RFP, SANBAG convened a Review Panel to review the Evaluation Committee's process, to assure that they followed the RFP and the evaluation criteria. In the end, the Review Panel confirmed the Evaluation Committee's recommendation that the contract be awarded to Comarco. The results of the Review Panel were transmitted in writing to U.S. Commlink.

**Financial Impact:** The total contract amount is \$5,785,129 and it is estimated that of this amount, approximately \$2,391,964 will be expended from this Contract in FY 2004/2005. Funds in the amount of \$448,538 have been included for call box maintenance in the FY 2004/2005 SAFE budget; however, an additional amount of \$2,043,426 (from the SAFE's approximate \$2.5 million reserves) will need to be amended into the FY 2004/2005 Budget, to accommodate these additional one time upgrade costs, as requested in the attached budget request form. Any unfunded obligations will be included in the appropriate future years' budget, and can be accommodated through the annual ongoing revenue stream. Funding source is SAFE Vehicle Registration Fees and the SAFE fund balance, TN 0570205.

**Reviewed By:** Due to the cancellation of Plans and Programs Committee, this item has not had any prior policy committee review. This contract has been reviewed and approved as to form, by the SAFE legal counsel.

**Responsible Staff:** Michelle Kirkhoff, Air Quality/Mobility Programs Director

BRD0411b-MMK.doc  
Att: A05006Budgetform-MMK.doc  
A05006AttB-MMK.doc  
A05006AttachmentC-MMK.doc  
A05006AttD-MMK.doc  
0570205

**SANBAG Contract No. 05-006**

by and between

San Bernardino Associated Governments

and

Comarco Wireless Technologies (CWT)

for

Call Box Upgrade and Maintenance Services**FOR ACCOUNTING PURPOSES ONLY**

X Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input type="checkbox"/> No	X Original <input type="checkbox"/> Amendment
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Notes:

Original Contract:	\$ <u>5,785,129</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →** \$ 5,785,129

Please include funding allocation for the original contract or the amendment

Task	Cost Code	Funding Sources	Amounts
1 0570205	5531	1 DMV Registration Fees	\$ 5,785,129
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____

Original Board Approved Contract Date: 11/3/04 Contract Start: 11/3/04 Contract End: 6/30/10

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

FY: 0405	FY: 0506	FY: 0607	FY: 0708	FY: 0809	FY 0910
\$2,391,964	\$ 969,768	\$570,324	\$594,372	\$619,288	\$639,413

Is this consistent with the adopted budget? ☐ Yes X NoIf no, has the budget amendment been submitted? X Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental X Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: X No ☐ Yes \_\_\_\_\_%

Task Manager: Michelle Kirkhoff

Contract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**Major Budgetary Item Request  
SANBAG 2004-2005 Budget**

<b>Requested By</b>	Michelle Kirkhoff	<b>Date:</b>	10/6/2004
<b>Task Number:</b>	0570205 Cost Code 5531	<b>Task Description:</b>	One time upgrade of the call box network

**Description of Issue:**

Due to the need to make the call box system able to accept a digital signal, the SAFE is required to conduct a one time upgrade to the system.

**Justification:**

The call box system is aging, and to continue to maintain the system in a cost-effective manner, the system is in need of an upgrade to newer components. The system also will no longer be able to accept an analog cellular signal in its present condition. Therefore, a one time upgrade is warranted at this time.

**Estimate of New Budgetary Requirement, Both Annual and Continuing Costs:**

In addition to \$448,538 included in the current budget, an additional \$2,043,426 is required to be amended into the FY 2004/2005 budget, to start the one time upgrade program. Approximately \$969,768 is required for FY 2005/2006, to finish the upgrade and to provide for ongoing maintenance for the FY. Future FY budgets for the ongoing maintenance, will be approximately \$570,000 each year, plus a factor for inflation in each FY thereafter. These ongoing maintenance funds have been expended each year since program inception, and are ongoing/routine costs needed to keep the system in operation.

## 4. Technical Approach to Providing the Scope of Services

(4) *Describe the Proposer's plan to provide all services required under the Scope of Work included in this RFP. Should the Proposer have any modifications or variations to the work required, described under the Scope of Services, those modifications/variations should be clearly identified.*

CWT's plan to provide the services required under the Scope of Work is presented in the following sections.

### (A) System Upgrade

#### Network Certification

Requirements for network certification vary substantially between the networks under consideration. Details of requirements for each network are discussed below along with an explanation of Comarco's certification status with each network.

#### AT&T Wireless Network Certification

CWT's call box product for GSM networks incorporates the Sony Ericsson GT48 RF modem. This is a dual band transceiver that operates on both the 850 MHz (cellular) band and the 1900 MHz (PCS) band. The Sony Ericsson GT48 is accepted on the AT&T Wireless network as a fully-certified standalone RF modem. CWT has received confirmation from AT&T Wireless that the network will activate the GT48 transceivers in the Comarco GT48 GSM call box product without any additional network certification requirement.

The AT&T Wireless network certification status of the GT48 may be confirmed by the following point of contact at AT&T:

Alan Y. Yuan  
Director of Government Solutions  
AT&T Wireless  
16771 NE 72nd Way  
Redmond, WA 98072  
Office: (425) 580-8209  
Mobile: (425) 241-8379  
Fax: (425) 580-8269

#### Cingular Wireless Network Certification

As discussed above, Comarco's call box product for GSM networks incorporates the Sony Ericsson GT48 RF modem, a dual band transceiver that operates on both the 850 MHz (cellular) band and the 1900 MHz (PCS) band. The Sony Ericsson GT48 is an accepted device on the Cingular Wireless network. However, Cingular Wireless requires additional network certification approval on the complete CWT GT48 GSM call box before service activations will be allowed on the Cingular Wireless network.

Because the Sony Ericsson GT48 is approved as a standalone (integrated) device on the Cingular network, the network certification process on the complete call box assembly will be a purely paperwork exchange. This certification process is primarily intended to validate that the antenna system's RF performance will be in accordance with network deployment specifications. The PCS Type Certification Review Board (PTCRB) and FCC Type certifications already received by the GT48 as a standalone device do not need to be repeated for the end product.



Use of the Sony Ericsson GT48, which is network-certified as a standalone (integrated) device, substantially reduces the scope of network certification requirements. Use of RF modules that are Cingular network-certified only as embedded devices would require the end application to be subjected to the PTCRB certification testing.

On August 27, 2004, CWT submitted a documentation package on our GT48 GSM call box for Cingular network approval. Guidance received from Cingular indicates this approval process should require approximately three weeks to complete. Consequently, we believe the Cingular network certification process will be completed quickly enough to avoid any impact on SANBAG's desired deployment schedule.

A point of contact at Cingular Wireless for monitoring the status of network certification approval for the CWT GT48 call box is: Mike DiBella, Professional Services Manager – West Region, Cingular Wireless, (310) 578-9545, michael.dibella@cingular.com

### **T-Mobile Wireless Network Certification**

CWT does not currently have plans for certification on the T-Mobile wireless network.

### **Verizon Wireless Network Certification**

CWT is developing a call box product for CDMA networks that incorporates the Kyocera M200 module, a dual band transceiver that operates on both the 850 MHz (cellular) band and the 1900 MHz (PCS) band. The Kyocera M200 is an accepted device on the Verizon Wireless network and has successfully completed device certification testing (designated CDG-1 and CDG-2 tests). However, Verizon Wireless will require additional network certification testing (designated CDG-3 tests) on the CWT M200 CDMA call box as a complete assembly before service activations will be allowed on the Verizon Wireless network.

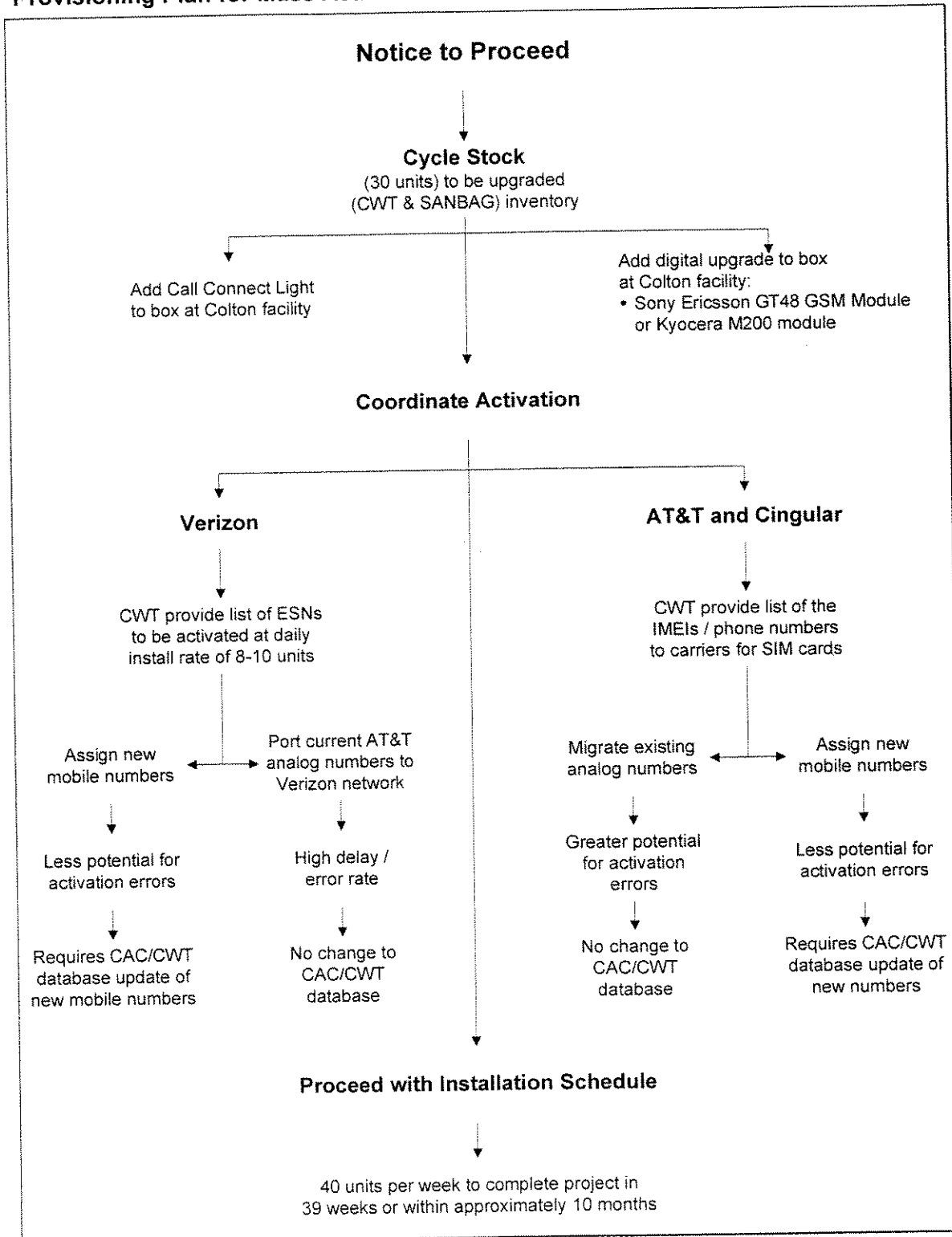
Any product supporting voice service on the Verizon network is required to incorporate Global Positioning System (GPS) support in order to meet network E911 requirements. The Kyocera M200 module includes a GPS receiver, but a GPS antenna and associated cabling must be added to the call box upgrade if Verizon is selected as the service provider. Network certification testing for all voice products on the Verizon network must include GPS performance testing at a Verizon-approved test facility.

CWT has submitted a network certification application to Verizon Wireless for the CDMA call box. Verizon has reviewed this application, determined testing requirements, and coordinated with their affiliated test lab (Intertek ETL SEMKO (IES)) on a testing program. CWT has received cost quotations and time estimates from IES for the test program.

Completion of CDMA call box product development and performance of network certification testing will affect the schedule for beginning deployment of digital call box upgrades on the Verizon Wireless network. CWT anticipates completion of internal development of the dual-band CDMA call box by the end of September 2004. The resulting schedule for beginning deployment of digital call box upgrades on the Verizon network would be the beginning of December 2004. This is based on an expected wait of two weeks for scheduling into an accredited test facility, four weeks for network certification testing and approval of results by Verizon Wireless, and two weeks for production ramp-up after receipt of certification.

A point of contact at Verizon Wireless with whom CWT has been coordinating network testing requirements is: Mark Manto, Device Manager – Wireless Data, Verizon Wireless, (908) 607-7793, mark.manto@verizonwireless.com

## Provisioning Plan for Mass Activation



CWT proposes the following technical approach for activating the San Bernardino SAFE analog call box system to the selected digital carrier's network. CWT technicians will coordinate all steps required to:

- Upgrade analog system to the selected digital network in a phased approach with carrier certified digital module and processor boards (GSM or CDMA).
- Upgrade the antenna and cable to a dual band 850 MHz / 1900 MHz if GSM service is selected.
- Add the call connect light assembly to approximately 1,400 call boxes.
- Upgrade 16 SMART call boxes to digital.

### **Work Plan for Mass Activation on the AT&T Wireless Network**

- Schedule kick-off meeting with SANBAG and AT&T Government Care Manager.
- AT&T Wireless will bulk-order SIM activation cards for the Sony Ericsson GT48 modules.
- CWT will provide AT&T with an Excel report containing a phased approach for the upgrade to include:
  - Freeway route (see installation schedule)
  - Number of units on route
  - IMEI (GSM serial number) for Sony Ericsson GT48 modules
- AT&T will provide programmed SIM cards to CWT for field installation.
- A SIM card will be placed in each module and the technician will place a call to the carrier to activate GSM migration at the call box.

After discussions with AT&T, they have recommended that migrating the existing AT&T analog mobile numbers to AT&T's GSM network is the most effective method of activation. Migrating the existing mobile numbers eliminates the need to update the call answer center database, thus avoiding the potential for data input error.

CWT believes, however, that assigning new mobile numbers to the SIM cards instead of migrating the existing numbers will result in a quicker installation and eliminate unnecessary system disruption because the call box module will be active the moment the unit is installed. Accordingly, CWT will upgrade the CWT maintenance database and provide the call answer center with an updated mobile number and ANI list.

CWT recognizes AT&T's expressed concern with assigning new mobile numbers and have been given every assurance that their plan for the migration and mass activation of the existing mobile numbers will be an efficient process with minimal disruption to the system. Further, AT&T has advised us that should any concerns arise during the activation process, a dedicated AT&T staff member will be available to assist in resolving the concern immediately.

CWT believes that migrating existing mobile numbers may result in a higher number of activation errors and delays to our installation schedule that, if not promptly resolved, will necessitate bagging the box as "Out of Service." CWT reserves the right to charge SANBAG the UPL labor rate for the return trip to the call box should we experience a rate of error high enough to impede our installation schedule.

Whatever method of activation SANBAG and the service carrier propose, CWT will have a work plan in place to ensure the upgrade will proceed as detailed in this proposal.

### Work Plan for Mass Activation on the Cingular GSM Network

- Schedule kick-off meeting with SANBAG and the Cingular Government Account Representative.
- Cingular will bulk-order SIM cards for the Sony Ericsson GT48 GSM modules.
- CWT will provide Cingular with an Excel report outlining a phased approach by route to include:
  - Freeway route (see installation schedule)
  - Number of units on route
  - IMEI (GSM serial number)
  - Mobile number.
- Cingular will provide programmed SIM cards to CWT for field installation.
- CWT will update the Admin database.
- No changes at the call answer center will be required.

We believe that assigning a new mobile number to each SIM card will result in a smoother, more trouble-free mass activation process. Porting an existing mobile number to an alternate carrier can result in activation errors and delays in the field that may require the technician to bag the box as "Out of Service" and thus necessitate a return trip. Frequent activation delays with the carrier will impact the installation schedule. CWT reserves the right to charge the UPL labor rate for return travel to the site due to activation delays.

### Work Plan for Mass Activation on the Verizon Wireless Network

- Schedule kick-off meeting with SANBAG and the Verizon Wireless Representative.
- CWT will provide the carrier with an Excel log indicating Electronic Serial Numbers (ESNs) of the Kyocera 2235 CDMA units and the freeway route for each phase of the upgrade (see installation schedule).
- Verizon will assign and activate the mobile numbers.
- CWT will program each unit with the new mobile number assigned to the call box.
- CWT will update the database with the new mobile number.
- CWT will provide a weekly report to the call answer center containing call box ANIs to be installed, new mobile numbers, and physical locations.

After discussing the activation process with Verizon, we believe that assigning new mobile numbers rather than "porting" the current numbers to their system will result in a smoother activation process and cause minimal system disruption.

### Work Plan for Field Upgrade

CWT will provide all labor, material, equipment, transportation, and supervision necessary to upgrade the SANBAG call box system.

1. Once CWT has received the Notice to Proceed, the Project Manager will organize (at the CWT Colton office) the installation of the call connect light upgrade and the digital upgrade to 32 call boxes that are currently stored at Colton. 18 of these units belong to SANBAG from temporary removals, and 14 units are CWT-used inventory from a demonstration project. These modified units will replace the same number of units in the field that will be cycled back into the Colton office for modification. This cycle will continue until the project is complete.

## Attachment B

2. The call box housing will be drilled for installation of the call connect light, LED, lens, and wiring.
3. The digital upgrade kit will be installed as follows:
  - a. For upgrades to CDMA, the upgrade kit will consist of the following:
    - Kyocera M200 CDMA module kit with controller boards
    - GPS antenna/cable
  - b. For upgrades to GSM, the upgrade kit will consist of the following:
    - Sony Ericsson GT48 module kit with controller boards
    - 1900 MHz antenna/cable
  - c. No provisions for activations on the T-Mobile network will be provided in this proposal.
4. Two days prior to installation, the CWT Project Manager will provide the carrier with a report containing the following:
  - For Verizon Wireless: Radio ESNs, installation route.
  - For AT&T and Cingular: Radio IMEIs, existing mobile numbers, installation route.
5. Obtain new mobile numbers and update associated databases and records:
  - a. Obtain new mobile numbers:
    - For Verizon Wireless: Verizon will assign new mobile numbers to the list of ESNs and provide the list to the CWT Project Manager. CWT will program each radio with the new mobile number, the call answer center number, and the maintenance computer phone number.
    - For AT&T and Cingular: AT&T or Cingular will assign SIM cards with existing mobile numbers (or new mobile numbers) and provide SIM cards to CWT for installation in the radios.
  - b. CWT will update the maintenance and administrative databases with new mobile numbers and serial numbers.
  - c. Prior to installation, CWT will provide the call answer center with a list of new mobile numbers, ANIs (Automatic Number Identifications), and freeway routes.
6. CWT Technicians will commence installation on I-215 and perform the following tasks at each box:
  - a. Follow Caltrans guidelines for shoulder closures.
  - b. Remove analog call box from poles and install upgraded call box.
  - c. Upgrade antenna:
    - For AT&T: Remove existing 3 dB antenna and replace with 850/1900 MHz antenna/cable.
    - For Verizon: Drill pole cap. Attach GPS antenna. Thread cable down pole to call box. Remount solar panel to correct orientation.
  - d. Check all connections, and then power on the call box.

- e. Place a test call to answer call center and verify that the call connect light works correctly. Verify the call box information with the operator.
- f. Make a program call to the maintenance center.
- g. Close the call box.
7. Inspect the call box site and:
  - a. Note site type; record any concerns.
  - b. Recommend relocation if needed to eliminate B and C sites.
  - c. Record longitude and latitude coordinates.
  - d. Take a digital photo in .JPG or compatible format.
  - e. Proceed to next site.
8. Repeat this process until all sites are completed.

During this project we intend to have at least four scheduled meetings (see project schedule). Our experience tells us that many more unscheduled meetings (conference calls) will take place during the course of the project. Our goal will be to ensure that the SANBAG SAFE Manager is kept well-apprised of the status throughout the project.

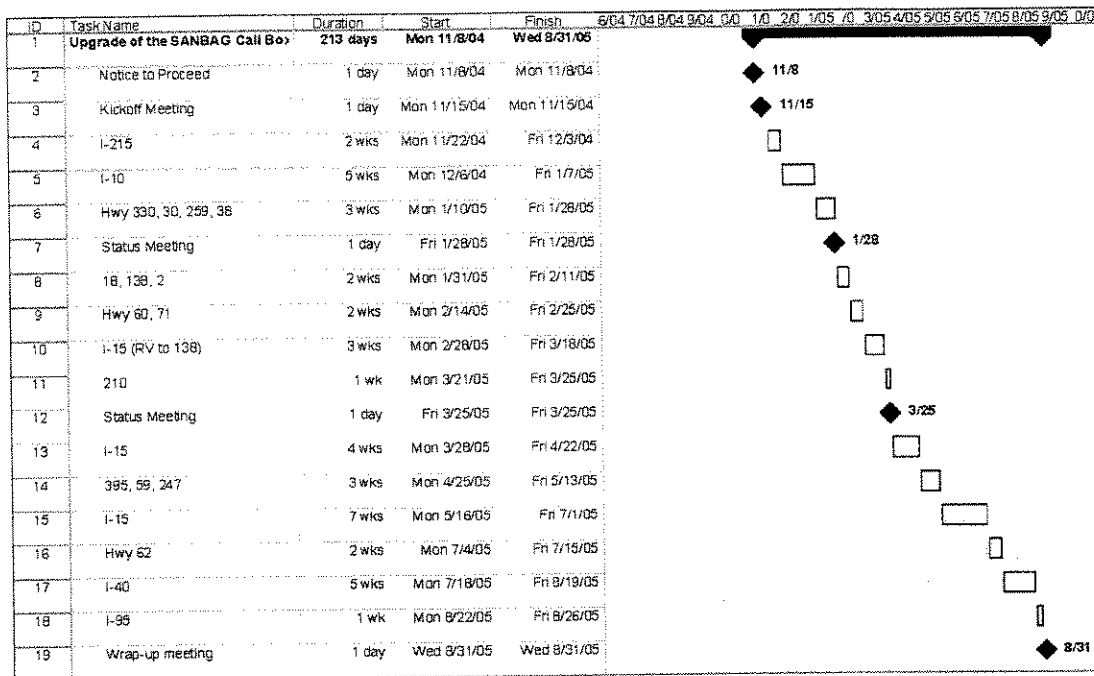
### Upgrade Schedule

In performing similar work for other SAFE programs, CWT has learned that open and frequent communication between the key players is critical to ensure the successful and timely completion of a project. Therefore, our approach to managing these types of programs is straightforward:

1. We start with a kick-off meeting to review the proposed schedule and introduce the players and their respective roles. This meeting is critical to setting the correct tone for the project.
2. We then proceed with the work as assigned.
3. Throughout the digital upgrade, the Project Manager will provide a monthly progress report that will accompany the monthly invoice for completed sites.  
  
Additionally, the Project Manager will keep SANBAG apprised of the project status through both formal and informal meetings.
4. Lastly, we will schedule a wrap-up meeting at the conclusion of the project to ensure that no outstanding issues remain.

The following installation schedule is predicated on SANBAG selecting a carrier that has certified the CWT digital module on their network at the time the contract is awarded. The schedule will be modified should a carrier be selected that has a lengthier certification process.

The following Gantt chart shows the estimated installation schedule for an AT&T or Cingular GSM upgrade.



Should SANBAG select Verizon Wireless as their carrier, CWT estimates an 8-week certification process to be added to the schedule presented for AT&T and Cingular, once we are given a Notice to Proceed.

This installation schedule may change subject to inclement weather or other unforeseen circumstances that may preclude us from working on the highways. CWT will advise SAFE of any anticipated schedule changes as they become known.

## (B) System Maintenance

### 1. System Preventive Maintenance

CWT technicians will schedule maintenance field visits to be performed at each operational call box twice a year, at approximately 6-month intervals. The purpose of each bi-annual visit will be to perform all necessary tasks to keep the call boxes clean and fully functional. The preventive maintenance activities will include:

- a. Clean call box housing, solar panel, and signs.
- b. Replace or add, as appropriate, updated, missing, or damaged instructional placards and vandalism stickers to be provided by SANBAG.
- c. Inspect external electrical connections for corrosion and damage. Repair or replace as needed.
- d. Conduct operational test of call box controls and system operational sequence to include:
  - Open inner door (as necessary) for inspection of weather-tight seals.
  - Check solar panel current level.
  - Check battery level.

- Conduct test call.
- Check handset and illumination for proper operation.
- Check call connect light with CAC operator.
- Check pushbutton.
- Check cellular antenna and cable.
- e. Clear call box site. This includes trash removal, minor pruning, weed pulling, addressing insect infestation, and removal of unwanted advertisements and debris to allow a clear area in which the motorist can stand.
- f. Clean signs and tighten sign hardware.
- g. Check/correct solar panel orientation.
- h. Maintain call box mounting pedestals or other devices used for mounting call boxes on sound walls and bridge railings.

### 2. Corrective Maintenance

Upon contract execution, CWT will begin the routine corrective and preventive maintenance on the call box system. CWT will furnish all materials, equipment, tools, and labor necessary to complete the services. All material will be of high-grade quality and free of defect. CWT technicians will perform all work necessary to maintain the call box network to the highest standard.

Once notified by the CHP, maintenance computer, call answer center, or SANBAG that a call box is out of service, CWT will determine the cause of failure and take all necessary action to return it to good operating condition, including repair or replacement of parts when needed.

Upon notification that a call box is not working or is in need of service, CWT will maintain the inventory of repair parts to ensure the call box will be returned to complete service with two business days (or sooner). Call box failures that occur over the weekend or on holidays will be returned to service by 4:00 p.m. on the next business day.

The CWT Project Supervisor and technicians will review the daily call box maintenance report and schedule maintenance repairs by priority of alarm. A daily maintenance schedule will be assigned to each technician. The technician will complete a work order that includes:

- Call box sign number and ANI.
- Date and time work order was opened.
- Date and time of visit.
- Date and time of work completed.
- Description of work performed.
- Pertinent component information.
- Whether adjunct devices are installed.
- Site type and whether site could be changed to a preferred A, D, F, H, L, or M site.



A substantial amount of this information will be gathered during the digital upgrade field review and entered into the Citrix administrative database. CWT will continually modify this information as events occur to the system. SANBAG will have access to the administrative database anytime by means of Internet access.

### 3. Knockdowns, Vandalism, & Other Events

If call boxes are damaged due to vehicle collision, vandalism, theft, or other willful acts, CWT will replace or repair them as required within two working days of occurrence. All call boxes that are reinstalled after a knockdown will be reinstalled in a manner that is compliant with the ADA accessibility guidelines. CWT will only reinstall the site if it can be modified or relocated to an A, D, F, H, L, or M site type. A digital photograph and site survey will accompany any change in site type.

### 4. Removals & Reinstallations

CWT will remove call boxes from existing locations during freeway construction as needed or whenever deemed necessary by SANBAG. CWT will store the removed call boxes, poles, and inventory at a CWT facility or at an alternate storage facility as directed by SANBAG. CWT will coordinate the removal, deactivation, and database update of any removed sites.

Upon a request by SANBAG to reinstall, CWT technicians will coordinate the activation of the unit and, with SANBAG's approval, reinstall the unit only as an A, D, F, H, L, or M site type. A digital photograph and site survey will accompany any change in site type.

### 5. Reserve Inventory

CWT will inventory all material recovered from a temporary or permanent removal and will provide proper inventory documentation. CWT maintains a 5% call box stock level of repair parts at the Colton and Barstow offices. This stock level is inventoried monthly and replenished through stock transfers from our main inventory warehouse in Irvine, California, where a 25% call box stock level is maintained at all times.

### 6. Reporting/Communication

The CWT technicians performing the system upgrade and ongoing maintenance are equipped with cellular phones and pagers for field communication. Both call box field offices are equipped with phone, fax, and email Internet capability should SANBAG or agencies related to the project need to contact CWT.

### 7. Database

The CWT Call Box Database Administration System is generally referred to as the **ADMIN** system. The following is an overview of the ADMIN system uses and functions.

ADMIN is a Windows-based software system designed to assist centralized and regional management of call box installation and maintenance. ADMIN is run on a Citrix server located in the CWT office in Irvine, California. Access to the system is by means of a DSL dial-up or Internet connection.

This system is used by call box regional offices and product support services to capture, display, and print management information associated with call box system maintenance. System owners can be

granted access to the system via the Internet to monitor and review the ongoing performance of call box maintenance.

The centralized database is automatically updated every 15 minutes by DSL connection to the maintenance computers for the system. This provides almost real-time information of regional activity.

The Citrix server database is also linked to Microsoft Access so that queries can be run from the database as well.

### 1. Corrective Maintenance Visits

The corrective maintenance section of ADMIN shows all current corrective maintenance work orders. The corrective maintenance work orders are classified according to current status. The status designations are as follows:

- Incomplete Work Orders
- Complete Work Orders
- Open Work Orders

The following information for each work order is displayed on one screen:

- Work Order Number
- Alarm Date / Time
- Created Date / Time
- Last Modified Date / Time
- ANI
- Alarm Type (codes are the maintenance computer single digit letters)
- Sign #
- County
- Status (Open, Closed, Open Non-Alarm)
- Result Code (final two-letter code designated as the final result code)
- Technician
- Location Description
- Alarm Source (if different than maintenance computer)

The current status of all work orders can be reviewed at any time. Records can be located by the work order number, ANI, or sign number. It is also possible to review the corrective maintenance history for a single call box over a specified period of time. This list would show all of the work orders created for a specific site and included within a specified time range. Figure 1 shows the Corrective Maintenance screen with the Work Order Detail tab selected.

**Call Box Administration - Citrix ICA Client**  
**Call Box Administration - Metropolitan Transportation Commission**

File Alarms Reports Utilities Security Level Help

Corrective Maintenance Asset Management Alarms

Record Filter Cavity

Alarm Date / Time	Created Date / Time	Work Order Number	Alarm Type	Sign #	County	Status	Result Code
3/14/01 1:42:58 AM	3/14/01 1:06:45 PM	4-11	G	SO-080-0323	SOLANO	Open	UU
3/14/01 5:08:56 AM	3/14/01 1:03:22 PM	4-18	G	SO-080-0127	SOLANO	Open	UU
3/14/01 3:38:59 AM	3/14/01 1:02:54 PM	4-9	G	SC-280-0047R	SANTA CLARA	Open	UU
12/20/99 1:05:38 PM	3/14/01 1:01:54 PM	4-6	M	AL-024-0035	ALAMEDA	Open	UU
3/14/01 8:15:40 PM	3/12/01 9:41:15 AM	4-7	G	CT-001-0011	CONTRA COSTA	Open	UU

Work Orders Legend

Record Detail

Work Order Detail Call Box Details Pictures Corrective Maintenance History

Edit Work Order Number: 4-18 Last Modified: 03/14/2001 01:03 PM

Call Box Information	Completion Information	Alarm Information
Call Box Number: 3259 Sign Number: SO-080-0127 ANI: 3757 ESN: 1298224413	Result Code: UU Completion Date: Incomplete Compliance: N/A <input type="checkbox"/> Foundation Work <input type="checkbox"/> Measurable	Alarm Date: 03/14/2001 5:08:56 AM Alarm Source: Alarm Alarm Type: Battery (Second) Codes: r g b

Work Order Notes

Manual Work Order Complete W/O Print Call Box Print W/O Print List

Status: Ready Mode: Browse 3/14/01 1:12 PM

Start Call Box Administration

Figure 1. Corrective Maintenance Screen — Work Order Detail Tab Selected

## 2. Preventive Maintenance Visits

When the Preventive Maintenance section of the ADMIN program is selected, the screen will display the preventive maintenance control section of the program. Project managers will use this section to track on-going PM (preventive maintenance) as well as make new PM assignments. A PM report can be filtered to a specific date range. Technicians and dates can be assigned for PM yet to be done. The last PM date for the selected upper block call box can also be verified. The PM section of ADMIN has the following capabilities:

- Generate full PM report bounded by specified date range
- Add new PM record
- Edit PM record
- Delete PM record

## 3. Other Site Work

Notes can be added to individual call box site records that can be accessed by ANI or sign number. Antenna changes, site type changes, upgrades, or general notes regarding the condition of the site can be recorded along with the date. The Notes section for each call box site can be appended without limit.

#### 4. System Component Information

The Asset Management Screen of the ADMIN program contains all of the detail that has been entered for the call box selected in the upper block of the screen. Various types of call box component or location information that may be associated with a call box site includes:

- Project
- Sign number
- ANI
- ESN
- Hand rail
- Path
- In Service
- Initial install date
- TRU install date
- Sign material
- Call connect light
- Mobile ID number
- Dispatch center name
- Status
- Direction installed
- Retaining wall height
- Site type
- Last PM date
- Mile post marker
- Curb present
- Measurement code
- Last modified
- Latitude
- Longitude
- Devices
- Add-on device type
- Transceiver type
- Smart device type
- Pedestrian pad type
- Solar panel type
- Antenna type

Figure 2 below displays the Asset Management screen for a single call box.

**Call Box Administration - Metropolitan Transportation Commission**

File | Alarms | Reports | Utilities | Security Level | Help

Corrective Maintenance | **Asset Management** | Alarms

Record Filter Criteria

Apply Filter | Status: All | Days Since Last PM: | Sign Numbering: Start: | End: | Odd/Even/Both: Both

Find Call Box | County: All | Highway: All | Record Count: 1 of 3457

Sign #	County	ANI	In Service	Status	Last PM Date	Location Description
AL-824-0046	ALAMEDA	3024	Yes	Active		EB SR24 W/O/F SR13 U/C
AL-024-0047	ALAMEDA	3025	Yes	Active		WB SR24 W/O/F SR13
AL-024-0048	ALAMEDA	3026	Yes	Active		EB SR24 W/O/F SR13
AL-024-0049	ALAMEDA	3027	No	Permanently Removed		WB SR24 W/O/F SR13

Call Boxes | Legend

Record Detail

Call Box Details | Pictures | Status History | Cellular History | Preventative Maintenance | Corrective Maintenance

Project: Metropolitan Transportation Commission | Mobile ID number: 4155171024 | Last Modified: 03/25/2001 14:51:06

Sign #: AL-824-0046 | Dispatch Center Name: CAC | Status: Active

ANI: 3024 | Direction installed: EB

ESN: 12982177168 | Retaining Wall Height: >12"

Hand Rail: NO | Site Type: B

Path: NO | Last Prev Maintenance Date:

In Service: YES

Location Information

Latitude: 37.85 | Longitude: 122.239 | County: ALAMEDA | Highway: 824

Location Desc: EB SR24 W/O/F SR13 U/C

Best Access Desc: BROADWAY ON TO EB SR24

Location Information | Installation Notes

Manual Work Order | Consolidate Work | Print Call Box | Print List

Status: Ready | Mode: Browse | 4/2/01 9:05 AM

Figure 2. Asset Management Screen — Call Box Details Tab

## 5. Other Information

When the Pictures tab is selected, the Record Detail block changes to display any pictures associated with the site location or associated with a Work Order (see Figure 3). Knockdown or vandalism pictures may be viewed at any time on the ADMIN system and all pictures are dated and time stamped.

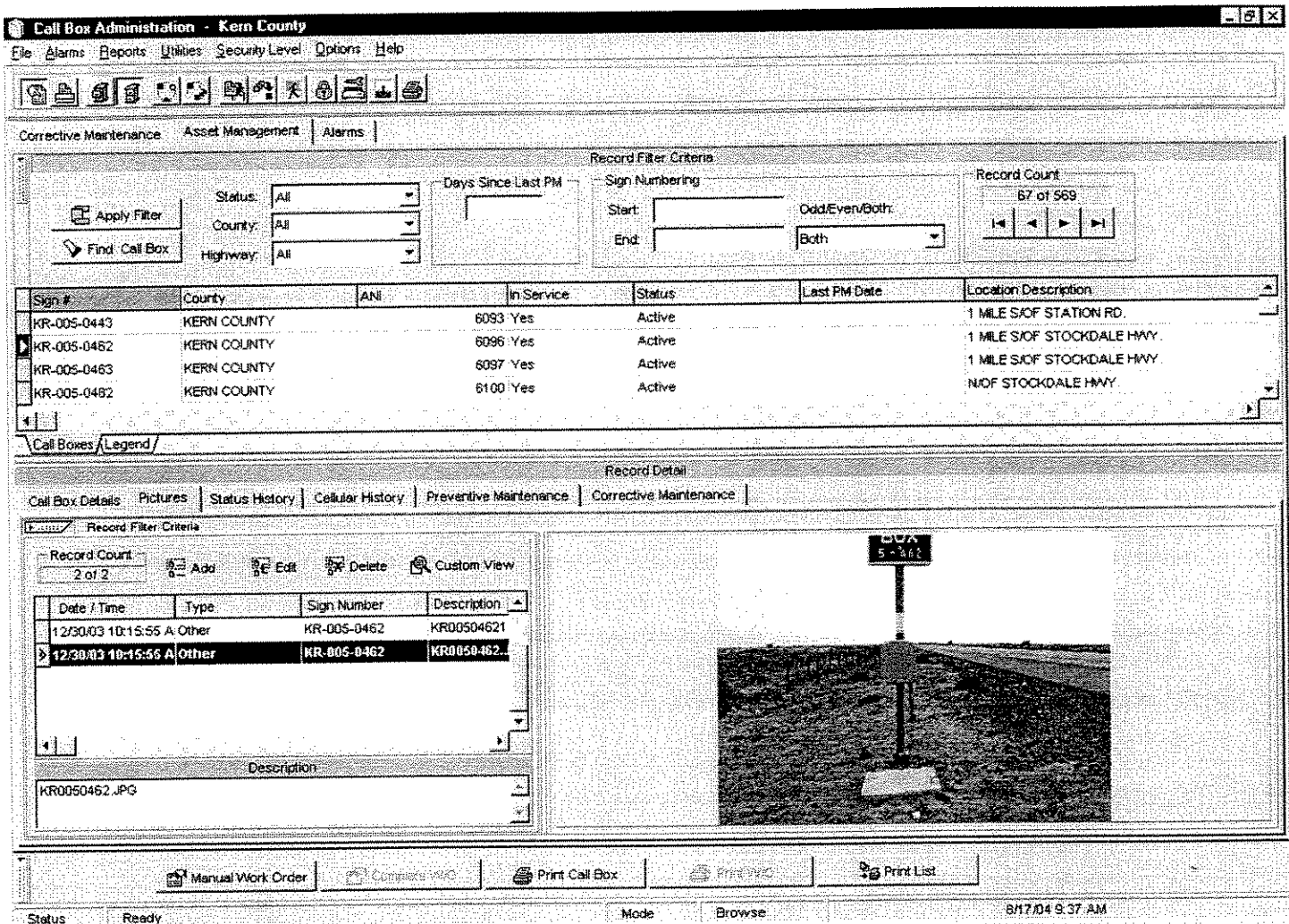


Figure 3. Asset Management Screen - Pictures Tab

## 6. Call Box System Management Reports

The ADMIN system contains a reports section that allows the system manager or owner to run and print several management reports. In addition to Microsoft Access queries, the following management reports can be run directly from the ADMIN program: Call-In Performance Report, Timelines to Repair Report, Cellular Performance Report, and Preventive Maintenance Report.

### 7. System Upgrade Access Database

The ADMIN provides near real time information for the call box system. CWT will provide a Microsoft Access database at the end of the system upgrade. This database will be provided on CD. Each call box site as identified by sign number will display the current configuration for that site. Each site can be printed on 8½" by 11" paper. The following information will be provided for each site:

- ANI
- Site type
- Transceiver type
- Pedestrian pad type
- Call connect light
- Mobile Telephone Number
- Latitude/Longitude
- Curb present?
- Handrail
- Path
- Site notes
- Two color site pictures taken from front and side positions

There will be no need to provide SAFE with an electronic file of the call box database from the prior month on the first Wednesday of each month because the ADMIN system will be available anytime online by means of Internet access.

### (C) Additional Services

#### 1. Maintenance of Adjunct Devices

The current small group of analog **SMART call boxes** can be easily converted to digital service by installing the digital upgrade kit. This kit will replace the older analog controller board with a new digital controller board, and the traffic counting boards will continue to be mounted behind the controller. One new serial cable will have to be added to connect from the traffic counting "daughterboard" to the new radio personality board. Custom firmware will also be loaded into the new digital controller board. The overall cost increase over a standard digital conversion is \$100 per site and this is a one time cost at the time of installation. The breakdown for this one-time conversion cost is one hour labor to remove and reconfigure the traffic counting boards and final testing of the system by doing a data download. In addition to this, the new serial cable price will be approximately \$20.00. The cost of the firmware changes are within the \$100 conversion costs as well.

Each digital transceiver within the SMART call box will require two different mobile numbers associated with that site. One mobile number will be used for voice calls only, and the other number will be used for data calls. This must be done so that the controller board will know the difference between an inbound voice call and an inbound request for data download. This arrangement will increase the monthly cost to operate the SMART call box to approximately

three times the cost for a standard voice-only call box. The cost for digital data service is twice the cost for voice-only service.

The major improvement over the older analog SMART call box is the fact that data downloads can be accomplished on demand by dialing in with the data mobile number. There will be no need for call in time windows, usually twice per day. This improvement is much more convenient for those whose task it is to collect traffic census data.

### **2. Additional Call Box Installations**

CWT will install additional call boxes along freeways, highways, toll roads, and other locations at SANBAG's request. Installation of call boxes will include the furnishing of all labor, material, and equipment necessary to place a new call box in service at the new location. CWT will invoice SAFE at the time and material rates listed in the most current Universal Price List.

### **3. Other Services**

Other services which can be provided by CWT include field surveys and site approval coordination. In such cases, CWT will prepare and submit encroachment permit applications to Caltrans, as required. CWT will work with the SAFE Program Manager to secure blanket installation permits.

## Attachment "C"

### COMARCO RATES & FEE SCHEDULE

This schedule follows the narrative outlined in Comarco's Proposal, Section IV, Scope of Services.

October 1, 2004. Per SANBAG's request, San Bernardino sales tax of 7.75% has been added to all non-labor costs. Should this rate change, the pricing on this proposal will be adjusted accordingly.

October 6, 2004. Some numbers adjusted and totals added.

- A. Upgrade necessary components for approximately 1,614 call boxes so that the call boxes are made ready for digital cellular service operations, as described in Section IV.A of this RFP.

\* GSM Total Not to Exceed Costs \$2,451,245.00 <sup>(1)</sup>

\* CDMA Total Not to Exceed Costs \$2,734,564.94 <sup>(1)</sup>

*(See Note (1) under Cost Assumption.)*

\* Includes cost to upgrade 16 Smart call boxes (16 x \$100.00 = \$1,600.00)

The contract will be based on a time and materials reimbursement. Monthly compensation will be paid based on the actual number of call boxes upgraded and in operation and total compensation shall not exceed amount identified above.

If AT&T or Cingular is selected, upgrade will begin on November 8, 2004 and will end no later than August 26, 2005.

If Verizon Wireless is selected, upgrade will begin on December 27, 2004 (or approximately 8 weeks from Notice to Proceed) and will end no later than September 16, 2005. Approximately 8 weeks will be required to complete Verizon network certification.

A description of our methodology and approach to the upgrade, timing, and phasing can be found in the Scope of Work of the proposal.

- B. Monthly flat rate fee, for preventative and corrective maintenance, as well as other support and database functions:

Flat rate per call box per month for FY 2004/2005  
(November 1, 2004 to March 15, 2005):

GSM call boxes: \$27.38 per call box per month <sup>(3)</sup>  
Total: \$198,984.00



Flat rate per call box per month for FY 2004/2005  
(March 16, 2005 to June 30, 2005):

GSM call boxes:     \$28.27 per call box per month <sup>(3)</sup>  
                              Total: \$159,129.00

Assuming a 3.25% increase on 3/15/05.  
Actual California Average CPI will be used.

*(See Notes (3) and (4) under Cost Assumption.)*

The flat rate prices shall be effective at the time the contract is awarded.

Each month's compensation will be based on the annual flat fee times the number of call boxes upgraded and in service, per the Contractor's database.

- C. Provide estimate and basis for estimate, for future year flat rates. For the purposes of estimating a contract total, the following rates are based on the prior year flat rate, plus an average CPI adjustment of 3.25% each year. However, the actual CPI rate will be used for adjusting the flat rates each year.

FY 05/06 \$28.27 per month per call box based on:  
                  Prior year rate plus annual CPI adjustment

FY 06/07 \$29.19 per month per call box based on:  
                  Prior year rate plus annual CPI adjustment

FY 07/08 \$30.14 per month per call box based on:  
                  Prior year rate plus annual CPI adjustment

FY 08/09 \$31.12 per month per call box based on:  
                  Prior year rate plus annual CPI adjustment

FY 09/10 \$32.13 per month per call box based on:  
                  Prior year rate plus annual CPI adjustment

Total Maintenance Contract: \$3,333,884.00

The five option years (FYs 2010/2011 through 2014/2015) are based on the prior year flat rate plus annual CPI adjustment.

Comarco has in the State of California an installed base of approximately 16,000 analog AMPS call boxes (including those in San Bernardino). It is likely that the installed base will be upgraded to digital technology during the next 24 months. Comarco believes that the SAFE should participate in the economic benefits of scale that would be realized if Comarco were to be awarded contracts to provide digital upgrade services for some or all of the installed base. In anticipation of future awards for digital upgrades,

the CONTRACTOR shall provide to the SAFE a credit, as outlined in the Contract in Section III.1.C.

D. Monthly costs for maintenance of Adjunct Devices<sup>(4)</sup>:

<u>\$27.38 per call box per month</u>	<u>GSM Smart call boxes</u> <sup>(2)</sup>
<u>\$28.13 per call box per month</u>	<u>CDMA Smart call boxes</u> <sup>(2)</sup>
<u>\$29.31</u>	<u>Yes/No device</u> <sup>(5)</sup>
<u>\$29.31</u>	<u>TTY</u> <sup>(5)</sup>

*(See Notes under Cost Assumptions.)*

E. Additional Call Box Installations: Identify time and material costs for various call box site type installations. Note that the SAFE is only interested in installing primarily these site types, which most often do not pose any impediments to persons with physical disabilities and comply with Caltrans' safety guidelines: A, D, F, H, L, and/or M.

Additional call box site installations include material and construction services.

Site Type A	\$1,201.35	- 300.00 labor+	\$69.86 sales tax	= \$1,271.21 each
Site Type D	\$1,550.54	- 300.00 labor+	\$96.92 sales tax	= \$1,647.57 each
Site Type F	\$1,242.95	- 300.00 labor+	\$73.08 sales tax	= \$1,316.03 each
Site Type H	\$1,307.24	- 300.00 labor+	\$78.06 sales tax	= \$1,385.30 each
Site Type L	\$1,201.35	- 300.00 labor+	\$69.86 sales tax	= \$1,271.21 each
Site Type M	\$1,201.35	- 300.00 labor+	\$69.86 sales tax	= \$1,271.21 each

Prices include engineering grade signs (2 per site) and 3x4 pad where applicable.

October 1, 2004: Added San Bernardino sales tax of 7.75% to the site type price less the \$300 per site included for labor.

## Cost Assumptions

October 1, 2004: Added San Bernardino sales tax of 7.75% to non-labor items related to the upgrade. CWT absorbs the sales tax for material consumed during maintenance.

GSM Upgrade Kit <sup>(1)</sup>	\$1,050.00 per unit
+ 7.75% tax	81.38
	<u>\$1,131.38</u>
GSM installation based upon:	
3.3 labor hours x 78.96 (universal price list 2004) =	\$261.00 per unit
CDMA Upgrade Kit <sup>(1)</sup>	\$1,050.00 per unit
+ 7.75% tax	81.38
	<u>\$1,131.38</u>
CDMA installation based upon:	
3.8 labor hours (includes install of GPS antenna) x 78.96 =	\$300.00 per unit
Call Connect Light	\$11.00 per unit
+ 7.75% tax	0.85
	<u>\$11.85</u>
Dual Band Antenna (GSM)	\$107.00 per unit
+ 7.75% tax	8.29
	<u>\$115.29</u>
Dual Band Antenna (CDMA)	\$107.00 per unit
+ 7.75% tax	8.29
	<u>\$115.29</u>
GSM Antenna (CDMA)	\$125.00 per unit
+ 7.75% tax	8.69
	<u>\$134.69</u>
Total Contract Amount	
GSM digital upgrade (includes upgrade to 16 Smart boxes)	\$2,451,245.00
Service Maintenance of system	3,333,884.00
Total Contract Payment	<u>\$5,785,129.00</u>

Notes:

- (1) Not to exceed costs include: Upgrade kit, installation, GSM/CDMA antennas, GPS antenna, and call connect light.
- (2) Excludes cost of Diamond traffic components.
- (3) CM and PM pricing is contingent upon Comarco performing upgrade work.
- (4) Fixed CM and PM rate assumes knockdowns will not exceed 7% of installed base. All knockdowns in excess of 7% will be billed on a Time & Material basis.
- (5) Replacement of TTY and YES/NO components will be billed on a Time & Material basis.

# **CALIFORNIA SAFE UNIVERSAL PRICE LIST (EFFECTIVE MARCH 15, 2004)**

## **NEW PURCHASES**

2004

### **NEW ALUMINUM CALL BOX PURCHASES:**

ALUMINUM CALLBOX ASSEMBLY  
DIGITAL ALUMINUM CALL BOX ASSEMBLY

\$ 2,363.63 EA.  
\$ 2,839.70 EA.

### **NEW LEXAN CALL BOX PURCHASES:**

LEXAN CALL BOX ASSEMBLY  
DIGITAL LEXAN CALL BOX ASSEMBLY

\$ 2,237.57 EA.  
\$ 2,724.43 EA.

6.5 W SOLAR/ANTENNA ASSEMBLY

\$ 346.67 EA.

20 W SOLAR/ANTENNA ASSEMBLY

\$ 504.24 EA.

## **NEW CALL BOX SITES (INCLUDES ALL REQUIRED MATERIALS AND CONSTRUCTION SERVICES)**

SITE TYPE A  
SITE TYPE B  
SITE TYPE C  
SITE TYPE D  
SITE TYPE F  
SITE TYPE F2  
SITE TYPE G  
SITE TYPE H  
SITE TYPE J  
SITE TYPE K

\$ 1,201.35 EA.  
\$ 1,752.24 EA.  
\$ 1,768.62 EA.  
\$ 1,550.54 EA.  
\$ 1,242.95 EA.  
\$ 1,345.26 EA.  
\$ 1,216.48 EA.  
\$ 1,307.24 EA.  
\$ 1,800.14 EA.  
\$ 1,226.57 EA.

Prices above: include Engineering Grade Signs, Standard 3 X 4 pads where applicable

# MAINTENANCE TIME AND MATERIAL

## MAINTENANCE ITEMS FOR ALUMINUM CALL BOX PROJECTS:

### DESCRIPTION

Pole - Regular and Behind Guardrail F type	5870-0031 or 5870-0038	240.46	EA.
Pole - Modified F2 type	5870-0054	274.75	EA.
Saddle (pole mounting)	5004-0087	38.23	EA.
Rechargeable battery 6 Volt (pair)	4240-0009	34.17	EA.
Lock cover	5014-0036	15.32	EA.
Housing assembly	6050-0204	280.40	EA.
Face plate assembly	6050-0211	347.55	EA.
Handset and armored cord	3090-0121	102.50	EA.
Callbox controller board (150 Board)	6020-0150, or -01, or -02	617.34	EA.
Callbox controller board (New Aurora Board)	TBA	833.41	EA.
Transceiver - OKI 1200 or equivalent	5201-0007	500.71	EA.
Transceiver - Motorola	5201-0023	526.76	EA.
Digital Transceiver (Motorola, Ericsson)	TBA	576.32	EA.
Analog Motorola & Controller Brd Upgrade Kit	6000-0306	1,021.66	EA.
Faceplate assembly with electronics		1,866.16	EA.
Faceplate assembly with electronics (digital)		2,332.70	EA.
Mount for corner reflector or Yagi	5014-0022	138.51	EA.
Yagi antenna	4210-0010	144.91	EA.
Corner reflector antenna	4210-0015	182.40	EA.
Max Rad (3dB gain) antenna	4210-0035 or 4210-0024	57.73	EA.
Unity Antenna	4210-0049	18.48	EA.
10W solar panel with bracket	6040-4058	230.88	EA.
20W solar panel with bracket	6040-4057	361.69	EA.
RF Cable to antenna	6060-0118	28.28	EA.
Solar Cable to solar panel	6060-0130	28.28	EA.
Misc other smaller cables and harnesses	6060-xxxx various	14.14	EA.

## MAINTENANCE ITEMS FOR LEXAN CALL BOX PROJECTS:

Pole	5870-0009 or 5870-0010	251.55	EA.
Pole - Modified F2 type	5870-0051	274.75	EA.
Wall mount pole (D-mount)	5870-0017	235.63	EA.

4/12/2004Pub\_UPL\_2004

K-mount barrier saddle mount	5870-0013	219.13 EA.
Barrier mount pole (K-mount)	5870-0014 or 5870-0029	381.24 EA.
Hilti anchor bolts (set of 4 bolts)	6040-4061	86.26 EA.
Main housing (assembly)	6040-4011 or -4011-09	431.34 EA.
Front door (assembly)	6040-4010	113.50 EA.
Back door (assembly)	6040-4026	178.42 EA.
Transceiver mounting plate	5004-0051	29.45 EA.
Regulator board	6020-0149	153.16 EA.
Callbox controller board	6020-0048 or -0048-03	617.34 EA.
Callbox controller board (New Aurora Board)	TBA	833.41 EA.
RF/Electrical interconnect harness (ant / solar)	6060-0118 or 6060-0130	56.55 EA.
Transceiver - OKI 800	5201-0015	500.71 EA.
Transceiver - OKI 1200	5201-0007	500.71 EA.
Transceiver - Motorola	5201-0023	526.76 EA.
Digital Transceiver (Motorola, Ericsson)	TBA	576.32 EA.
OKI to Motorola Radio & Controller Upgrade Kit	6000-0365	995.47 EA.
Call Connected Light Kit	6040-5010 or 6000-0398-10	19.03 EA.
Handset and armored cord	6040-4014	102.50 EA.
Cel 1(3dB gain) antenna	4210-0014	147.27 EA.
Cel 3(6dB gain) antenna	4210-0016	186.14 EA.
Max Rad (3dB gain) antenna	4210-0035	57.73 EA.
Unity antenna	4210-0007	49.48 EA.
Yagi antenna	4210-0010	144.91 EA.
Corner reflector	4210-0015	182.61 EA.
Mount for corner reflector or Yagi	5014-0022	138.51 EA.
Deflector-3dB Marine	5014-0021	90.72 EA.
17AH rechargeable battery	4240-0001	65.98 EA.
6.5AH rechargeable battery	4240-0006	23.56 EA.
Battery bracket - 6.5A	5004-0047	16.49 EA.
Battery bracket - 17A	5004-0048	16.49 EA.

#### MAINTENANCE ITEMS FOR COMMON (ALUMINUM OR LEXAN) CALL BOX PROJECTS:

10W solar panel with bracket	6040-4058	230.88 EA.
20W solar panel with bracket	6040-4057	361.69 EA.
RF Cable to antenna	6060-0118	28.28 EA.
Solar Cable to solar panel	6060-0130	28.28 EA.
Misc other smaller cables and harnesses	6060-xxxx various	14.14 EA.
Sign generic fiberglass (FRP) w/ reg numbers	3090-xxxx various	64.96 EA.

Sign Diamond FRP or Alum w/ HR numbers	3090-xxxx various	154.42	EA.
Sign Diamond & Anti-Graffiti w/ HR numbers	3090-xxxx various	183.88	EA.
Sign bracket wall mount	5004-0049	84.38	EA.
Solar bracket post wall mount	5870-0017	190.86	EA.
Installation kit	6040-4035	106.71	EA.
Mounting Hardware	3090-0058 or 3090-0059	9.43	EA.
Sign Hardware	6040-4037	28.32	EA.
Wind Brackets	3090-0086	17.67	EA.
Auger foundation	5870-0015	219.13	EA.
Non-auger foundation	5870-0004	219.13	EA.
36" X 48" composite pad	5870-0028	155.51	EA.
48" X 48" composite pad	5870-0030	337.28	EA.
60" X 60" composite pad	5870-0045	396.49	EA.
2" X 12" pressure treated wood	7000-0059	4.71	LN FT
2" X 6" pressure treated wood	7000-0058	2.36	LN FT
4" X 4" pressure treated wood	7000-0060	3.53	LN FT
Plastic wood 2" X 6"	7000-0058-01	10.60	LN FT
Plastic wood 4" X 4"	7000-0060-01	10.60	LN FT
Rapidset concrete	7000-0066-1	12.96	BAG
General purpose cement	7000-0066	3.53	BAG
Rebar 1" X 1/2"	n/a	4.71	LN FT
Handrail	5870-0023	101.32	EA.
Tapco Handrail (V-Loc)	5870-0046	166.66	EA.
Conduit and fittings (wall mount)	6040-4051	207.35	EA.



**CALL BOX UPGRADE OPTIONS (single unit pricing)**

Comarco Designed TTY - Display and Tray  
 Comarco Designed TTY - YES / NO Display

\$ 1,729.85 EA.  
 \$ 1,425.72 EA.

**TTY COMPONENT REPLACEMENT PARTS**

Call Box TTY Tray Assembly 6040-0014  
 Call Box Display Interface Assembly 6040-0012  
 Call Box TTY PCA Board 6020-0122  
 Keypad Plate Assembly 6050-0024  
 Display Front Lens 5830-0010

\$ 510.42 EA.  
 \$ 955.59 EA.  
 \$ 470.13 EA.  
 \$ 195.25 EA.  
 \$ 33.98 EA.

SHOP LABOR RATE  
 FIELD LABOR RATE

\$ 78.97 HOUR  
 \$ 78.97 HOUR

**STANDARD MAINTENANCE (Contiguous projects >250 units)**

PM/CM

\$ 20.67 Per box per month  
 \$ 27.38 Per box per month

Fixed Price Contract CM/PM/Knockdowns and Vandalism

**NOTES:**

Standard maintenance for standard callbox as built and continuously maintained by original equipment manufacturer.  
 Fixed Price Contracts assume that System has been baselined and can be maintained under this program.

Prices not valid for callboxes modified by third parties

All prices subject to CPI revision on an annual basis.

CWT reserves the right to subcontract any or all labor or construction work.

CWT reserves the right to adjust pricing in response to requirements change from customer and/or other agencies, etc.

Prices exclusive of any special subcontracting requirements imposed by customer.

Hourly rates exclude charges for special equipment. Speciall Equipment (bucket truck, lane closures, etc.) when required will be billed separately.

**Prices are FOB Irvine, CA and do not include any applicable Sales Tax**

## *Minute Action*

### AGENDA ITEM: 12

**Date:** November 3, 2004

**Subject:** SANBAG Participation in the application for the grant, "Creating Balance Between Goods Movement and Impacts on Local Communities," under the Caltrans program, "Environmental Justice: Context-Sensitive Planning for Communities"

**Recommendation:\***

- 1) Endorse SANBAG participation in the application for the \$250,000 Caltrans grant, "Creating Balance Between Goods Movement and Burdens on Local Communities," being submitted by the Los Angeles County Transportation Authority (MTA), with OCTA, RCTC, SANBAG, and SCAG as partners.
- 2) Authorize a financial contribution of \$6,000 for Fiscal Year (FY) 2005/2006 as SANBAG's share of funding for a consultant contract to support the analysis of the community impacts of goods movement, to be let and administered by MTA beginning in late 2005.

**Background:** SANBAG staff is participating at both technical and management levels in the development of a Multi-County Goods Movement Action Plan (Action Plan) for Southern California. The Action Plan will ultimately reflect regional agreement on a phased strategy to maintain mobility for freight movement to, from, and within Southern California, and also will determine how best to minimize the impacts of freight movement on local communities, the existing transportation system, and the environment. The SANBAG Board of Directors approved

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*San Bernardino Associated Governments  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

SANBAG's participation in this effort at their October 2004 meeting and approved a cash contribution of \$125,000 for FY 2004/2005. The background behind the development of the Multi-County Goods Movement Action Plan is provided in Agenda Item No. 7 of the October 6, 2004 Board agenda.

The grant application, "Creating Balance Between Goods Movement and Impacts on Local Communities," is being jointly prepared by the County Transportation Commissions in the region and SCAG as an opportunity to identify potential solutions to the community impacts of goods movement in greater depth than otherwise would be possible with the available funding. The grant application is structured to spread the review of community impacts among the participating counties and to develop a consistent and cost-effective set of strategies that will demonstrate how communities may be able to avoid, minimize, and/or mitigate the localized impacts of goods movement activities.

Overall, the project will use a combination of environmental justice impact analysis and targeted community outreach to assure that the regional goods movement strategy developed for the Multi-County Goods Movement Action Plan addresses disproportionate impacts of goods movement on minority and low-income communities. Specific activities to be conducted include:

- ▶ Identify low-income and minority populations in the study area.
- ▶ Conduct initial analysis of environmental justice impacts.
- ▶ Identify strategies that may be appropriate for lessening the impacts of goods movement activities on minority and low-income communities.
- ▶ Convene Community Dialogue Groups, present analysis results, and review potential strategies.
- ▶ Refine analysis of impacts and potential strategies for impact mitigation.
- ▶ Issue summary report and guidebook for local jurisdictions.
- ▶ Conduct final round of Community Dialogue meetings to disseminate Final Report and Guidebook.

The full scope of work will be provided once the grant is awarded. Notification of award is not expected until mid-2005.

**Financial Impact:** The proposed action would be integrated with the development of the FY 2005/2006 Budget. Task No. 0611102 - Valley Measure I TMEE. There is no impact on the FY 2004/2005 Budget.

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November 3, 2004  
Page 3

***Reviewed By:*** Due to the cancellation of the Plans and Programs Committee, this item has not had prior policy committee review.

***Responsible Staff:*** Steve Smith, Principal Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 13

**Date:** November 3, 2004

**Subject:** Mountain Travel Demand Model

**Recommendation:\*** Approve Amendment No. 2 to sole source Contract No. 03-059 with Wilbur Smith Associates to extend the period of performance from October 31, 2004, to March 31, 2005.

**Background:** In May 2003, the SANBAG Board of Directors approved sole source Contract No. 03-059 with Wilbur Smith Associates to update the Mountain Travel Demand Model that was originally developed in 1993. The Mountain Model is a tool for forecasting weekend travel to, from, and within the San Bernardino Mountains, including the City of Big Bear Lake and the communities of Lake Arrowhead and Crestline. The model was created specifically to address the major tourism/recreational peak traffic experienced in the mountains. Wilbur Smith Associates was chosen because of their unique knowledge of this model; the firm created the model for SANBAG.

Work on the model has slowed due to technical problems with the calibration of the model. SANBAG staff is in the process of reviewing the traffic count data collected for the update of the model and staff will continue to support the consultant. As a result of the technical problems, work will not be completed by

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*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date: November 3, 2004*

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

the October 31, 2004 completion date. Extending the completion date to March 31, 2005, will have no fiscal impact on the contract and will provide additional time to make sure the model is accurate.

***Sole Source:*** SANBAG Policy 11000.7.5, Sole Source Process, provides for sole source contracts in specific instances where the contractor possesses unique knowledge to complete a task. In this instance, the Mountain Travel Demand Model was created by Wilbur Smith to address the unique recreational peak travel characteristics of the San Bernardino Mountains, and the manual for operation of the model was also written by Wilbur Smith. These factors justify the sole source contract pursuant to SANBAG policy.

***Financial Impact:*** This item has no additional impact on the adopted SANBAG Budget. Staff activities related to this item are consistent with the adopted SANBAG Budget, Task No. 0520330, Congestion Management Program – San Bernardino Mountains.

***Reviewed By:*** This item has been reviewed by SANBAG Counsel and unanimously recommended for approval by the Mountain/Desert Committee on October 15, 2004.

***Responsible Staff:*** Deborah Robinson Barmack  
Director of Management Services

**SANBAG Contract No. 03-059-02**

by and between

San Bernardino Associated Governments


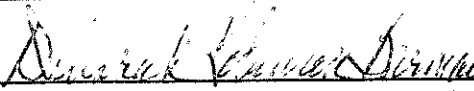

and

Wilbur Smith Associates

for

Update of the Mountain Traffic Model

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
Notes: Extend contract from October 31, 2004 to March 31, 2005			
Original Contract:	\$ <u>35,560</u>	Previous Amendments Total:	\$ <u>N/A</u>
Contingency Amount:	\$ <u>N/A</u>	Current Amendment:	\$ <u>0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <u>35,560</u>
Please include funding allocation for the original contract or the amendment →			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1 _____	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>05/07/03</u> Contract Start: <u>05/07/03</u> Contract End: <u>10/31/04</u>			
New Amend. Approval (Board) Date: <u>11/03/04</u> Amend. Start: <u>11/03/04</u> Amend. End: <u>03/31/05</u>			
If this is a multi-year contract/amendment, please allocate costs among fiscal years:			
Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>CONTRACT MANAGEMENT</b>			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Ty Schuiling</b>		Contract Manager: <b>Deborah Barmack</b>	

	<u>10/8/04</u>		<u>10/6/04</u>
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>10-5-04</u>		
Chief Financial Officer Signature	Date		
Filename: A0305902.DOC			

**SANBAG CONTRACT NO. 03-059-02**

**By and Between**

**San Bernardino Associated Governments/  
San Bernardino County Transportation Authority**

**and**

**Wilbur Smith Associates**

**For Update of the Mountain Traffic Model**

WHEREAS, SANBAG Contract No. 03-059 entered into between San Bernardino Associated Governments ("SANBAG"), and Wilbur Smith Associates on May 7, 2003, and amended on May 5, 2004, for the update of the Mountain Traffic Model; and

WHEREAS, additional time is needed to complete this project.

NOW, THEREFORE, SANBAG Contract No. 03-059 is hereby amended as follows:

1. Extend the completion date of this contract to March 31, 2005.
2. All other provisions and terms of the contract shall remain the same.

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul Biane, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

**Wilbur Smith Associates**

By: \_\_\_\_\_  
Mr. Arno Hart  
Wilbur Smith Associates

Date: 10/14/04



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 14

**Date:** November 3, 2004

**Subject:** Sale of Surplus Property Located on the south side of Washington Blvd. between 5<sup>th</sup> and 6<sup>th</sup> Avenues in the City of Upland

**Recommendation:\*** Find that approximately 0.37 acres of non-operating property on the south side of Washington Blvd. between 5<sup>th</sup> and 6<sup>th</sup> Avenues in the City of Upland is no longer required for SANBAG use; (four-fifths vote required).

Approve the Purchase and Sale Agreement (SANBAG Contract 05-026) for the sale of approximately 0.37 acres of non-operating property to the Upland Community Redevelopment Agency for the appraised value of \$330,000 as identified in the Financial Impact Section.

**Background:** The City of Upland and the Upland Community Redevelopment Agency have requested that SANBAG consider selling approximately 0.37 acres of non-operating property located on the south side of Washington Blvd. between 5<sup>th</sup> and 6<sup>th</sup> Avenues (see attached parcel map). The property to be sold was acquired by SANBAG from the Southern Pacific Railroad in 1991 and is not part of the railroad corridor protected by SANBAG Policy 31600 – Baldwin Park Branch Right-of Way Continuity.

The SANBAG staff does not feel that the sale of this property will have any effect on the ability to implement transit service within the railroad corridor in the

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*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

future. The Redevelopment Agency plans to construct 6 to 8 low-to-moderate housing units on the property.

Pursuant to Government Code 25365, SANBAG may, by a four-fifths vote, convey surplus property to the Upland Community Redevelopment Agency. The Upland Community Redevelopment Agency has commissioned an appraisal of the property. A market value of \$330,000 has been determined for the approximately 0.37 acres.

The attached Purchase and Sale Agreement (SANBAG Contract 05-026) has been prepared by SANBAG legal counsel.

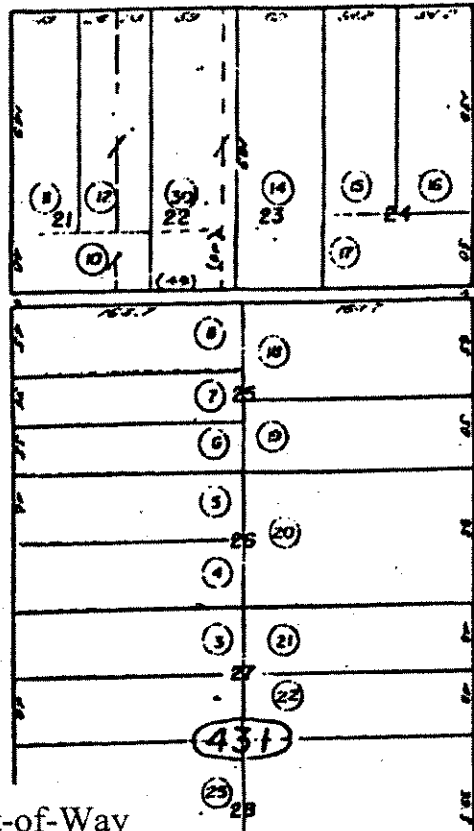
***Financial Impact:*** This item has no immediate impact on the SANBAG budget. The revenue received from the sale of property will be placed in the SANBAG Rail Asset Account and made available for future rail-related capital improvements.

***Reviewed By:*** The Purchase and Sale Agreement has been reviewed and approved by SANBAG Counsel. Due to the cancellation of the Plans and Programs Committee this item has not had prior policy committee review.

***Responsible Staff:*** Michael Bair, Director of Transit and Rail Programs

STREET 2

6th



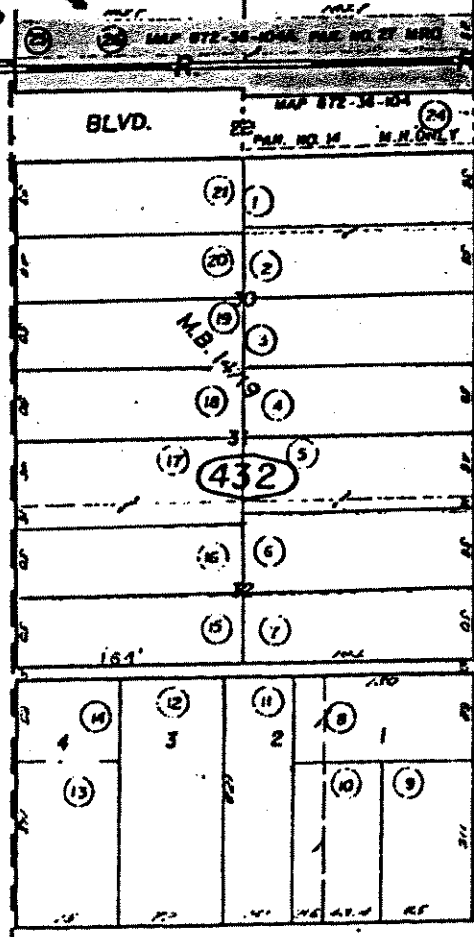
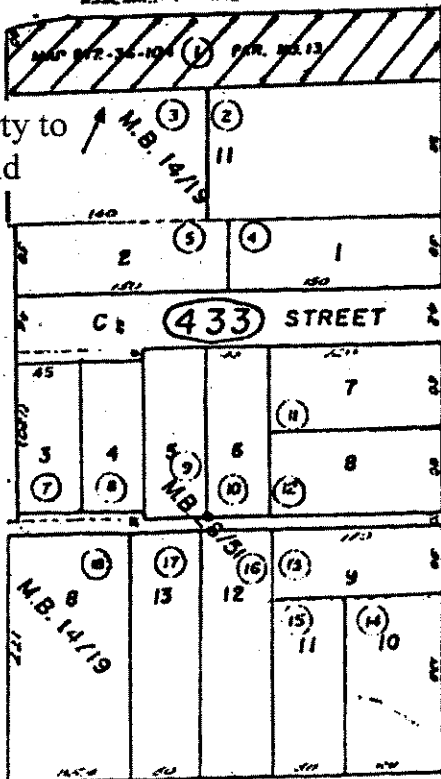
MAP 872-36-104A PTK PAR. H

Railroad Right-of-Way

ASSESSED ON PG 61 8001  
MAP 872-36-104A PTK PAR. H  
MAP 872-36-104 FOR PAR. NO. 12  
ASSESSED ON PAGE 41 M.R. ONLY

BLVD.

Property to Be Sold



AVENUE

AVENUE

29th

STREET 2

**SANBAG Contract No. 05-026**

**by and between**

**San Bernardino Associated Governments**

**and**

**the Upland Community Redevelopment Agency**

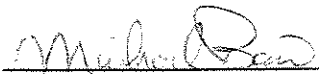


**for**

**the sale of approximately 0.37 acres of Non-Operating Property - SP Baldwin Park**

**Branch Right of Way**

FOR ACCOUNTING PURPOSES ONLY			
<input type="checkbox"/> Payable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable			<input type="checkbox"/> Amendment
Notes: Funds to be deposited in Rail Asset Account			
Original Contract:	\$ 330,000.00	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ 330,000.00
Please include funding allocation for the original contract or the amendment ▼			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1 _____	_____	1 _____	\$ _____

Original Board Approved Contract Date: <u>11//04</u>	Contract Start: 11//04	Contract End: Close of Escrow
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>		
Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>CONTRACT MANAGEMENT</b>		
<b>Please mark an "X" next to all that apply:</b>		
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local		
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____%		
Task Manager: <b>Michael Bair</b>	Contract Manager: <b>Michael Bair</b>	

 Task Manager Signature	<u>10-7-04</u> Date	 Contract Manager Signature	<u>10-7-04</u> Date
 Chief Financial Officer Signature	_____ Date		

## SANBAG CONTRACT 05-026

### **AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between the UPLAND COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic ("Buyer"), and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority existing under the authority of §180000 et seq., of the California Public Utilities Code ("Seller"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

#### RECITALS

A. Seller is the owner in fee of certain real property commonly described as Assessor Parcel No. 1046-433-01, located in the City of Upland, County of San Bernardino, State of California and more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"), consisting of approximately 0.37 acres. Reference herein to "Property" shall include all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

#### TERMS

##### 1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The purchase price for the Property is Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00) ("Purchase Price"). The Purchase Price includes, without limitation, full payment of just compensation, relocation expenses, lease bonus value, goodwill, furniture, fixtures and equipment, attorneys' fees, costs, interest, and damages in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the

Buyer because of Buyer's acquisition of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined in Section 2.3), Buyer shall pay to Seller through escrow the Purchase Price in cash, by cashier's or certified check or by wire transfer;

## 2. ESCROW.

2.1 Opening of Escrow. Within five (5) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with JM Escrow ("Escrow Holder") at 245 N. Euclid Avenue, Upland, California 91786. For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Seller and Buyer ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for conveyance of the Property. Either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder upon the Opening of Escrow. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "Close of Escrow" or "Closing" means the recordation of the grant deed conveying the Property to Buyer ("Grant Deed") in the Official Records of San Bernardino County, California, and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. Close of Escrow shall occur on December 30, 2004, ("Closing Date"), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

In the event the Escrow is not in a condition to close by the Closing Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Article 7. If no notice of termination as provided in Article 7 is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Seller shall pay the costs of the Title Policy (defined in Section 3.1), as applicable. All other costs of processing the Escrow, except as specifically instructed in this Agreement, shall be divided between the Parties in accordance with common escrow practices in San Bernardino County at the discretion of Escrow Holder. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorney's fees with respect to negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. All property taxes and assessments levied and assessed against the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow. There shall be no proration of such taxes and assessments. To the extent that Seller has prepaid any taxes or assessments attributable to the Property, Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for said refund, if any, through or outside of Escrow. Seller shall be liable for any property taxes and assessment and any supplemental assessments received following Close of Escrow but assessed based upon matters occurring prior to Close of Escrow.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date:

- 2.6.1 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.
- 2.6.2 Seller shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.
- 2.6.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.
- 2.6.4 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.
- 2.6.5 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.
- 2.6.6 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.6.7 Seller shall be in a position to convey the Property to Buyer free of any possession or right of possession by any person except Buyer.

2.6.8 Buyer shall have determined that the condition of the Property is suitable for Buyer's intended use and development pursuant to Section 5.1 hereof.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.7.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.2 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.3 The Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy or Extended Policy, as applicable, required pursuant to this Agreement, subject only to the Permitted exceptions, as set forth in more detail in Article 3.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price,

2.8.2 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.3 Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in San Bernardino County, at the discretion of Escrow Holder.



2.8.4 Certificate accepting the Grant Deed and consenting to recording of same.

2.8.5 Preliminary Change of Ownership form.

2.8.6 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay the prorated amount of ad valorem taxes, if applicable, upon the Property with respect to the period prior to Close of Escrow.

2.9.2 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.3 Any additional charges customarily charged to sellers in accordance with common escrow practices in San Bernardino County, at the discretion of Escrow Holder.

2.9.4 A fully-executed and acknowledged Grant Deed commonly used by Escrow Holder and in a form acceptable to Buyer in its reasonable discretion.

2.9.5 FIRPTA Certificate and appropriate California Form 593.

2.9.6 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums

necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Pay, and charge Buyer and Seller, respectively, for any fees, charges and costs payable under Sections 2.8 and 2.9. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.10.3 Credit Buyer and debit Seller for Seller's prorata amount of all unpaid ad valorem taxes, if applicable, upon the Property with respect to the period prior to Close of Escrow. Before such charges and credits are made, Escrow Holder shall notify Buyer and Seller of the sums necessary therefor.

2.10.4 Record the Grant Deed, and any other instruments as appropriate, delivered through Escrow.

2.10.6 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.7 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined in Section 3.2), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title Company ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. Buyer may, at its option, request an Extended Owner's Form Policy of Title Insurance ("Extended Policy") and/or any title endorsements, provided that the issuance of said Extended Policy and/or endorsements does not delay the Close of Escrow. Such Extended Policy, if applicable, shall be in an amount equal to the Purchase Price showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. Seller shall cause Title Company to issue to Buyer such Title Policy or Extended Policy, as applicable, upon Close of Escrow.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following-described conditions and exceptions to title or possession:

- 3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.
- 3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.
- 3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.
- 3.2.4 Other exceptions to title disclosed by the Title Report (defined in Section 3.3) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Item, and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

3.3 Title Report. Within fifteen (15) calendar days following the Opening of Escrow, Seller shall obtain, and provide a copy to Buyer, a standard preliminary report from the Title Company, together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "Title Report").

4. [INTENTIONALLY OMITTED]

5. SUITABILITY AND CONDITION OF PROPERTY.

5.1 Inspections and Right of Entry. Prior to Close of Escrow, Buyer may conduct, at Buyer's sole expense, such inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use and development. Seller hereby grants to Buyer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property at all reasonable times prior to the Closing Date for the purpose of conducting such inspections.

(a) Certain Definitions. For the purpose of this Agreement, the terms set forth below shall have the following meaning:

(i) "environmental laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, or decrees, regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C Section 25288 et seq.]; the California Hazardous Substances Account Act [H & S C Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C Section 24249.5 et seq.] and the Porter-Cologne Water Quality Act [Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, statutes, ordinances, or regulations relate to hazardous substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

(ii) "hazardous substances" includes without limitation:

those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in CERCLA, RCRA, TSCA, HMTA, or under

any other environmental law; and

those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; and

other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

any material, waste, or substance that is:

- (1) a petroleum or refined petroleum product,
- (2) asbestos,
- (3) polychlorinated biphenyl,
- (4) designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317
- (5) a flammable explosive, or
- (6) a radioactive material.

(b) During the period that this Agreement is in effect prior to the Close of Escrow, Buyer or its designee shall have the right to examine, inspect and investigate the Property (the "Due Diligence Period") to determine whether the condition of and title to the Property is acceptable to Buyer in its sole and absolute discretion.

(c) During the Due Diligence Period, Seller shall permit Buyer or its designee, their engineers, analysts, contractors and agents to conduct such physical inspections and testing of the Property as Buyer or its designee deems prudent or advisable with respect to the physical condition of the Property.

(d) Any such investigation work on the Property may be conducted by Buyer or its designee or their agents during any normal business hours upon notice to Seller, which notice will include a general description of any investigation work or tests to be conducted on the Property. Upon Seller's request, Buyer will provide Seller with copies of any of Buyer's test results. Buyer shall pay for all costs and expenses associated with the conduct of all such Due Diligence investigation. In the event that Buyer may reject the condition of the Property for any reason, Seller shall have no duty or obligation to correct any such condition.

(e) Buyer acknowledges and agrees that it shall be given and Seller shall give to Buyer a full opportunity under this Agreement to inspect and investigate every aspect of the Property during the Due Diligence Period. If the Close of Escrow occurs, Buyer shall accept the delivery of possession of the Property (including, but not limited to, subterranean structures and soil conditions), in an "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition. Buyer further agrees and represents to Seller that by a date no later than the end of the Due Diligence Period for the Property, Buyer shall have conducted and completed (or waived the completion) of all of its independent investigation of the condition of such portion of the Property

as to be transferred at Close of Escrow which Buyer may believe to be indicated. Buyer hereby acknowledges that it shall rely solely upon its own investigation of the Property and its own review of such information and documentation, as it deems appropriate for the purpose of accepting the condition and possession of such portion of the Property as to be transferred at Close of Escrow. Buyer is not relying on any statement or representation by Seller, any employee, official or consultant of Seller relating to the condition of the Property unless such statement or representation is specifically contained in this Agreement. Without limiting the foregoing, Seller makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance as these terms are defined in this Agreement. Furthermore, to the extent that Seller has provided Buyer with information relating to the condition of the Property, Seller makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(f) Without limiting the above, except to the extent covered by an express representation or warranty of Seller set forth in this Agreement, and except for any hazardous substances which Buyer demonstrates by a preponderance of evidence have been released upon the Property at any time after the Seller's acquisition of the Property and prior to the date of commencement of the lease of the Property to Buyer, Buyer on behalf of itself and its successors, waives and releases Seller and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Property or any above-ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of the Project as proposed, or any law or regulation applicable thereto. Nothing in this Section 5.1 shall modify or impair any rights or remedies Buyer may have at law or equity against third parties with respect to the condition of the property.

(g) Buyer expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, Buyer acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT  
EXTEND TO CLAIMS WHICH THE CREDITOR  
DOES NOT KNOW OR SUSPECT TO EXIST IN  
HIS FAVOR AT THE TIME OF EXECUTING  
THE RELEASE, WHICH IF KNOWN BY HIM,  
MUST HAVE MATERIALLY AFFECTED HIS  
SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of Buyer: \_\_\_\_

(h) The provisions of this Section shall survive the Close of Escrow, and shall be binding upon Buyer.

6. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

6.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may be entitled to payment of relocation expenses, payments for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and reimbursements other than those expressly provided for in the Agreement (collectively, "Benefits") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to provide the Benefits to the Seller.

7. TERMINATION, DEFAULTS AND REMEDIES.

7.1 Exercise of Rights to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, or 9.3, then Buyer may so terminate by giving notice, in writing, of such termination to Seller and Escrow Holder. In the event Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3 or 9.3, then Seller may so terminate by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

7.2 Buyer's Breach. In the event Buyer breaches any obligation hereunder which Buyer is to perform prior to the Close of Escrow, and fails to cure such breach within 30 days or additional time reasonably required to complete the cure, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Buyer's obligation to pay Termination Costs as provided herein, shall cease and terminate.

7.3 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within 30 days or additional time reasonably required to complete the cure, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Seller

and Escrow Holder, or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

7.4 Return of Funds and Documents; Release of Liability as to Escrow Holder. In the event Escrow Holder terminates this Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided in Article 7, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

## 8. REPRESENTATIONS AND WARRANTIES.

8.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

8.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

8.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

8.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

8.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or



constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

8.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

8.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by Seller has been made in material reliance by Seller on such covenants, representations and warranties:

- (1) Buyer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Buyer hereby represent and warrant that such persons have the power, right and authority to bind Buyer.
- (2) Buyer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.
- (3) This Agreement is, and all agreements, instruments and documents to be executed by Buyer pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon Buyer and enforceable in accordance with their respective terms.
- (4) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which Buyer is a party or by which Buyer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Buyer.

8.3 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow.

## 9. OTHER

9.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to

whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given.

Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: Upland Community Redevelopment Agency  
Attn: Steven H. Dukett  
Redevelopment Director  
Upland, CA 92335  
Facsimile: (909) 931-4300  
Telephone: (909) 931-4123

To Seller: San Bernardino County  
Transportation Authority  
Attn: Norman R. King  
Executive Director  
1170 W. Third Street  
San Bernardino, CA 92410  
Facsimile: (909) 885-4407  
Telephone: (909) 884-8276 ext. 117

To Escrow Holder: JM Escow  
Attn: Nancy Silberberg, Escrow Officer  
245 N. Euclid Avenue  
Upland, CA 91786  
Facsimile: (909) 981-0743  
Telephone: (909) 949-0893

9.2 Indemnification. Seller agrees to indemnify, defend (with counsel approved by Buyer) and hold harmless Buyer its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability (including, without limitation, attorneys' and experts' reasonable fees and costs) resulting from Seller's negligent acts or omissions which arise from Seller's performance of its obligations under this Agreement.

Buyer agrees to indemnify, defend (with counsel approved by Seller) and hold harmless Seller and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability (including, without limitation, attorneys' and experts' reasonable fees and costs) arising out of Buyer's acts or omissions which arise from Buyer's performance of its obligations under this Agreement, including such that arise as a result of Buyer's investigations and studies in the Property.

In the event, Seller and/or Buyer is found to be comparatively at fault for any claim action, loss or damage which results from their respective obligations under this Agreement, the Seller and/or Buyer shall indemnify the other to the extent of its comparative fault. This indemnity herein contained shall survive the Close of Escrow, and the recordation of the Grant Deed.

9.3 Possession; Risk of Loss to Property. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, either Party may terminate this Agreement as provided in Article 7.

9.4 Brokers and Sales Commissions. Seller and Buyer agree that either may employ a broker or finder in connection with the transaction contemplated hereby. In the event Seller or Buyer, respectively, employs a broker or finder, each Party shall bear, at its sole cost and expense, all fees and commissions, including, without limitation broker, management, finder or legal fees of said broker or finder employed by said Party.

## 10. MISCELLANEOUS

10.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

10.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

10.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

10.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

10.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

10.7 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

10.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

10.9 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of San Bernardino.

10.10 Assignment. Neither Party shall have the right, to assign this Agreement, or any right or obligation herein, to any party without the prior consent of the other Party.

10.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

10.12 Ratification. This Agreement is subject to the approval and ratification by both Party's governing bodies or their delegated representative.

10.13 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10.14 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

10.15 Legal Fees and Other Expenses. Except as otherwise provided herein, each Party shall be responsible for payment of its own attorney's fees with respect to this Agreement and processing of the Escrow. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a Party hereto and payable under Section 9.2 Indemnification.

10.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

10.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

10.18 Nonliability of Officials and Employees. No officer, official or employee of either Party (or member unit of local government of either Party or any officer, official or employee of any of them) shall be personally liable to the other Party, or any successor in interest of such other Party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement, except for gross negligence or willful acts of such member, officer or employee.

10.19 Public Agencies. Buyer acknowledges that Seller is a "public entity" and/or a "public agency" as defined under applicable California law. Also, as a public body, Seller's action in approving this Agreement may be subject to proceedings to invalidate the Agreement. Buyer hereby assumes the risk of delays and damages that may result to Buyer from any such third-party legal actions related to Seller's approval of this Agreement, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a third-party files a legal action regarding Seller's approval of this Agreement, Seller may terminate this Agreement on 20 days written notice to Buyer of Seller's intent to terminate this Agreement, without any further obligation to perform the terms of this Agreement or any liability to Buyer resulting from such termination unless Buyer offers to defend Seller against such third-party legal action as provide below. Within 30 days of receipt of Seller's notice of intent to terminate this Agreement as provided in the preceding sentence, Buyer may offer to defend Seller in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards and the expenses of any and all financial or performance obligations that may result from the disposition of the legal action. Any such offer from Buyer must be in writing and in a form reasonably acceptable to Seller. Upon receipt thereof, Seller's right to terminate this Agreement under this subsection ceases.

Seller acknowledges that Buyer is a "public entity" and/or a "public agency" as defined under applicable California law. Also, as a public body, Buyer's action in approving this Agreement may be subject to proceedings to invalidate the Agreement. Seller hereby assumes the risk of delays and damages that may result to Seller from any such third-party legal actions related to Buyer's approval of this Agreement, even in the event that an error, omission or abuse of discretion by Buyer is determined to have occurred. If a third-party files a legal action regarding Buyer's approval of this Agreement, Buyer may terminate this Agreement on 20 days written notice to Seller of Buyer's intent to terminate this Agreement, without any further obligation to perform the terms of this Agreement or any liability to Seller resulting from such termination unless Seller offers to defend Buyer against such third-party legal action as provide below. Within 30 days of receipt of Buyer's notice of intent to terminate this Agreement as provided in the preceding sentence, Seller may offer to defend Buyer in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards and the expenses of any and all financial or performance obligations that may result from the disposition of the legal action. Any such offer from Seller must be in writing and in a form reasonably acceptable to Buyer. Upon receipt thereof, Buyer's right to terminate this Agreement under this subsection ceases.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO  
AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

Date: \_\_\_\_\_

AGENCY,

BUYER:

UPLAND COMMUNITY REDEVELOPMENT

a public body, corporate and politic

By: \_\_\_\_\_

Executive Director

SIGNATURE PAGE TO  
AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

Date: \_\_\_\_\_

SELLER:

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a county transportation authority existing under the  
authority of §180000 et seq. of the California Public  
Utilities Code

By: \_\_\_\_\_  
Paul Blane  
Its: President

APPROVED AS TO FORM:

\_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**EXHIBIT A TO  
AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

Legal Description of Property

THAT PORTION OF LOT 12 OF HARWOOD BROTHERS SUBDIVISION OF ONTARIO COLONY LANDS, BEING A PORTION OF LOT 604, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER PLAT RECORDED IN BOOK 14, PAGE 19 OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM, THAT PORTION OF SAID LOT 12 LYING NORTHERLY OF THE SOUTH LINE OF THE LAND CONVEYED TO THE CITY OF UPLAND BY DEED RECORDED AUGUST 23, 1954 IN BOOK 3447, PAGE 74, OFFICIAL RECORDS.



## *Minute Action*

AGENDA ITEM: 15

**Date:** November 3, 2004

**Subject:** Rescission of TEA-21 Surface Transportation Program (STP), Congestion Mitigation/Air Quality (CMAQ), and Transportation Enhancement Activities (TEA) Funds

**Recommendation:\*** 1. Approve finding that the following TEA-21 projects will not be able to achieve obligation by the August 2005 deadline and TEA-21 funds rescinded:

a. Adelanto	\$983,866	STP	El Mirage Road Reconstruction
b. SB County	\$1,597,284	STP	National Trails Highway
c. Colton	\$230,524	STP	Main St/Iowa Ave Improvements
d. Highland	\$870,605	STP	Fifth Street Widening
e. San Bernardino	\$1,356,000	STP	State Street Extension
f. Adelanto	\$224,000	CMAQ	Adelanto/Auburn/Jonathan Paving
g. Caltrans	\$1,000,000	CMAQ	I-10/I-215 ITS
h. Colton	\$432,704	CMAQ	Colton San Bernardino Ped/Bikeway
i. Colton	\$340,000	CMAQ	Washington St/Reche Cyn/Hunts Lane
j. Montclair	\$1,590,481	CMAQ	Ramona Ave Grade Separation
k. San Bernardino	\$775,060	CMAQ	East Valley LNG/CNG Facility
l. Colton	\$659,210	TEA	Colton San Bernardino Ped/Bikeway
m. USFS	\$800,000	TEA	Rim of the World Scenic Trail
n. Victorville	\$502,643	TEA	Riverwalk Trail

\*

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

2. Approve, in concept, replacement of rescinded TEA-21 funds with TEA-3 funds for those projects that have obligated and expended a portion of their allocation.
3. Direct staff to return in one month with specific recommendations for the disposition of all projects subject to rescission of funds.
4. Direct staff to return in one month with recommendations for allocation of rescinded and unallocated TEA-21 funds.

***Background:***

At its July 2003 meeting, the SANBAG Board approved a close-out process for unobligated TEA-21 local assistance projects. Because the AB-1012 "use it or lose it" provisions require that all TEA-21 funds be obligated no later than August 2005, project sponsors were required to provide written notice to SANBAG by August 2004 if all TEA-21 funds could not be obligated in accordance with their approved schedules and by the August 2005 deadline. An overview of these obligation schedules was presented to the Board at its October 2004 meeting, and staff was directed to return with recommendations for replacement of TEA-21 funds with TEA-3 funds for projects that will not be able to meet the August 2005 obligation deadline. The project sponsors listed in Recommendation 1 have requested consideration for replacement of TEA-21 funds with TEA-3 funds. SANBAG staff will return in one month with a report of the progress made to date on each of these projects and recommendations for replacement of these funds; however staff recommends replacement of rescinded TEA-21 funds with TEA-3 funds for those projects that have obligated and expended a portion of their allocation.

In August 2003, the SANBAG Board acted to set aside TEA-3 funds for either future calls for projects or for specified projects. Therefore replacement of the TEA-21 funds currently programmed requires the ability to advance TEA-3 funded projects. Staff will return in one month with recommendations for allocation of rescinded and unallocated TEA-21 funds based on advancement of these set-asides where possible.

***Financial Impact:***

Staff activities associated with this item are consistent with the adopted SANBAG Fiscal Year 2004-2005 Budget, Task No. 0537300. TEA-21 funds allocated to local agencies are administered by Caltrans and do not flow through the SANBAG budget.

Board Agenda Item  
November 3, 2004  
Page 3 of 3

***Reviewed By:*** This item was reviewed by the Mountain/Desert Committee on October 15, 2004.

***Responsible Staff:*** Andrea Zureick, Senior Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 16

**Date:** November 3, 2004

**Subject:** Transportation Development Act (TDA) – Article 3 Call for Projects

**Recommendation:\*** Authorize the release of TDA Article 3 Call for Projects for 1) Projects to Improve Access to Transit Stops and 2) Pedestrian and Bicycle Projects.

**Background:** The Transportation Development Act (TDA) provides that 2% of the Local Transportation Funds be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists.

In August 1999 the SANBAG Board approved a policy that 20% of the Transportation Development Act Article 3 would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. A call for projects was issued in November 2000 and the Board approved an award of the funds available (\$291,528) to all nine jurisdictions who submitted projects in July 2001.

In October 2000 the SANBAG Board authorized a combined call for projects for TEA-21 Transportation Enhancement Activity (TEA) funds and TDA Article 3 80% funds because of the overlap of pedestrian and bicycle project eligibility. In December 2000 the Board approved the allocation of TDA Article 3 80% funds (\$1,529,971) to four projects (Santa Ann River Trail – S.B. County, Pacific

\*

*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Electric Inland Empire Trail – Fontana, Central Avenue Sidewalk – Highland and Wrightwood Park Drive Walkway – S.B. County).

In August 2003 the SANBAG Board approved a set aside of an estimated \$18.7 million in TEA-3 funds to six projects, three of which are trails (Riverwalk – Victorville, Pacific Electric Inland Empire Trail and Santa Ana River Trail). This action severed the ability to include the TDA Article 3 80% funds in a combined call for projects.

Including the Fiscal Year 2004/2005 apportionment amount a total of \$697,756 is available for projects to improve access to bus stops and \$2,971,026 is available for pedestrian and bicycle projects.

Staff is proposing to issue two calls for projects. Attachment A presents the TDA Article 3 20% funds call for bus stop access improvement projects. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Eligible projects will include:

- Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops,
- Construction of bus stop pads, including pads for shelters, but not including purchase and installation of shelters or benches at existing bus stops,
- Construction of bus stop pads, including pads for shelters, but not including purchase and installation of shelters or benches at new bus stop locations,
- Construction of new sidewalks to serve existing bus stop locations, and
- Construction of new sidewalks to serve new bus stop locations

Attachment B presents the TDA Article 3 80% funds call for pedestrian and bicycle projects. Staff is recommending that the criteria used for this call for projects revert back to criteria approved by the SANBAG Board in 1995. (Subsequent to that period, specific criteria developed by Caltrans for federal TEA funding of projects had been used.) Eligible pedestrian and bicycle projects will include:

- Preliminary engineering leading to construction,
- Right-of-way acquisition,
- Construction and reconstruction of Class I, II and III bicycle facilities and sidewalks,

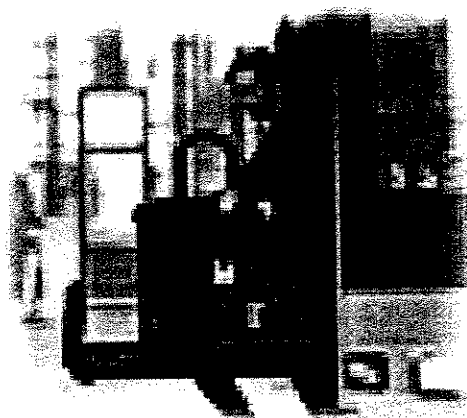
- Provision of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length,
- Provision of curbs, gutters, and driveway ramp paving on a sidewalk project, and
- Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

***Financial Impact:*** Both calls for projects are consistent with the adopted SANBAG Budget and with the agency's administrative responsibilities under the TDA. The staff work effort associated with this item is funded under Task 0550200 – TDA Administration whose funding source is LTF Administration.

***Reviewed By:*** Due to the cancellation of the Plans and Programs Committee, this item has not had prior policy committee review.

***Responsible Staff:*** Michael Bair, Director of Transit and Rail Programs  
Victoria Baker, Senior Transit Analyst

# **TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BIENNIAL CALL FOR PROJECTS TO IMPROVE ACCESS TO TRANSIT STOPS**



Issued: November 5, 2004

### **Background:**

On August 4, 1999 the SANBAG Board approved a policy that 20% of the Transportation Development Act Article 3 funds would be made available for projects that improve access to transit stops for pedestrian and persons with disabilities. This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this call for projects is \$697,756 and is comprised of funds from three fiscal years of the set aside (FY 2003 to 2005).

Applicants may be cities, county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit.

### **Eligible Projects:**

1. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.
2. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations.
3. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
4. Construction of new sidewalks to serve existing bus stop locations.
5. Construction of new sidewalks to serve new bus stop locations.

Eligible project cost include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.



### **Application Information:**

Each application should include a prioritized listing of access improvement projects. Projects shall be classified as one of the five types of projects identified under the eligibility section above. Each project description should identify whether the existing right of way or a new easement is required for the proposed project. Where possible, the applicant should document that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility. The applicant should identify the number of bus routes and daily buses serving the stop, current or expected daily boardings and alightings as well as generators or attractors served at the proposed project location. Applications shall include pictures of the improvement site(s) or location(s). A schedule for project completion, by project, is to be included in the application. (See attached application form).

### **Project Evaluation Criteria:**

Evaluation Criteria	Possible Score
Project addresses identified access issues at existing bus stops.	30
Project is for access to a new bus stop location.	15
Cost Effectiveness <sup>1</sup>	20
Reasonableness of Cost	20
Matching funds from applicant <sup>2</sup>	15

<sup>1</sup> Cost effectiveness shall include consideration of project cost divided by daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities.

<sup>2</sup> Matching funds from applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

Project applications will be evaluated by a committee comprised of two SANBAG staff, engineering or public works staff from four cities/towns and/or the County and one member from the disabled community.

### **Call for Projects Schedule:**

Issue Call for Projects	November 5, 2004
Project Proposals Due	February 4, 2005
Recommendation to Plans & Programs	March 16, 2005
Recommendation to Board	April 6, 2005

### **Project Completion and Payment:**

Recipients of funding approved by the SANBAG Board shall be reimbursed for expenses incurred up to the amount approved. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the

request for reimbursement. SANBAG shall reimburse the recipient within 45 days. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year.

**Biennial Article 3 20% Fund  
Call for Projects Application Form**

1. Priority #: \_\_\_\_\_

2. Project Title: \_\_\_\_\_

3. Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Location: \_\_\_\_\_

\_\_\_\_\_ Existing Bus Stop      \_\_\_\_\_ New Bus Stop

\_\_\_\_\_ Existing ROW      \_\_\_\_\_ Easement Required

5. Project Cost Estimate:      \$ \_\_\_\_\_

6. Non-TDA Article 3 Project Matching Funds:      \$ \_\_\_\_\_

Source: \_\_\_\_\_

7. Location Characteristics:

\_\_\_\_\_ Bus Routes Serving Location

\_\_\_\_\_ Number of Daily Buses Serving Location

\_\_\_\_\_ Daily Boardings and Alightings

\_\_\_\_\_ Anticipated ADA Cost Savings

8. Listing of Generators and Attractors Served:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSPORTATION DEVELOPMENT ACT  
ARTICLE 3 CALL FOR PROJECTS  
FOR BICYCLE AND PEDESTRIAN FACILITIES**



Issued: November 5, 2004

### **Background:**

In August 1999, the SANBAG Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to bus stops for pedestrians and persons with disabilities. The remaining 80% would be available for bicycle and pedestrian facilities.

Beginning with this call for projects and every other year thereafter, SANBAG will solicit projects for bicycle and pedestrian facilities in November and have the selection process completed by April or May. Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Project proposals will be reviewed by an evaluation committee. Each project sponsor agency will be given an opportunity to make a presentation of their project(s) to the evaluation committee. The evaluation committee, using the criteria contained in this call for projects, will score the proposed projects. The evaluation committee will be comprised of two SANBAG staff, engineering, public works or parks and recreation representatives from four cities/towns and the County and one member from an adjacent county transportation commission. The evaluation committee will make its recommendation to SANBAG Plans and Programs Committee who will forward its recommendation to the full SANBAG Board.

Proposed projects must be consistent with the most recent Non-Motorized Transportation Plan approved by the SANBAG Board and the following guideline requirements:

- Projects submitted for approval must be consistent with the sponsor's adopted general plan or master plan of bikeways.
- The award of Article 3 Bicycle and Pedestrian funds may be for up to 100% of the project cost. However, SANBAG may recommend partial funding in preparing the recommended project list.
- Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.)
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

### **Eligible Projects:**

1. Preliminary engineering leading to construction of pedestrian or bicycle facility
2. Right-of-way acquisition necessary for pedestrian or bicycle facility
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
4. Provision of curbs, gutters, and driveway ramp paving on a sidewalk project
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length. Match paving for sidewalk projects is not an eligible project cost.

### **Additional Information:**

Each application should include a prioritized listing of proposed projects. Include a project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served. A map showing the project location and limits along with principle streets, transit routes, nearby city and county boundaries, and prominent landmarks shall be included. The map shall be inserted on page 1 of the project submittal form.

### **Project Evaluation Criteria:**

Evaluation Criteria	Possible Score
<b>Local Plan Adoption</b> – Requires applicant to have an adopted bicycle facilities plan, bicycle sub-element to the Circulation Element of its General Plan and a development review ordinance, standard or procedure which evaluates the need to incorporate bicycle improvements and/or amenities into conditions of development.	10
<b>Connectivity</b> – The relation of the proposed project to the regional and local systems. Proposed projects will receive 5 points if linked to an existing regional facility; 5 points if project involves more than one jurisdiction; 4 points if linked to an existing local facility; and 6 points if closing a gap in the regional system.	20
<b>Destinations Served</b> – Two points will be awarded for each destination served by the proposed project (e.g., employment centers, schools and colleges, retail centers and /or downtown areas, parks and other	10

recreational uses, public buildings such as libraries, museums, government offices, stadiums, and residential areas).	
<b>Safety</b> – The extent to which the proposed project will increase safety given the class of facility. Consideration will be given to accident incidence, pavement widths, bicycle lane demarcation, sight distances, speed differential and other safety considerations.	15
<b>Local Matching Funds</b> – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 25 points for 50% or greater.	25
<b>Intermodal Access</b> – Five points will be award to proposed projects connecting to park-and-ride lots, transit terminals (bus and rail), and regional airports.	5
<b>Project readiness/Cost Effectiveness</b> – Five points will be awarded where existing roadways, pavement conditions, intersection signalization and other existing infrastructure accelerate project development. Five points will be awarded where project design and environment clearances are complete.	10
<b>Population</b> – The first applicant proposed project will receive 5 points. Subsequent proposed projects from the same applicant will receive 5 points up to a point where the total cost of all proposed projects is less than or equal to the applicants proportional allocation had such funds been allocated on a population basis.	5
<b>Total Possible Score</b>	100

### **Call for Projects Schedule:**

Issue Call for Projects	November 5, 2004
Project Proposals Due	February 4, 2005
Recommendation to Plans & Programs	March 16, 2004
Recommendation to Board	April 6, 2005

### **Project Completion and Payment:**

Sponsor agencies receiving an allocation of \$250,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of \$250,000 or more may request progress payments, however, 20% of the awarded funds shall be held by SANBAG until proof of satisfactory project completion. Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. SANBAG will reimburse the recipient within 45 days. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the two full fiscal year period. Any funds allocated and not disbursed by the end of the two full fiscal year period shall be unallocated and returned the Article 3 Bicycle and Pedestrian Facilities fund.

**San Bernardino Associated Governments  
Project Submittal Form  
2004/2005 LTF, Article 3 Bicycle/Pedestrian Program**

<b>AGENCY:</b>	<b>CONTACT:</b>	<b>PHONE:</b>
<b>PROJECT NAME:</b>		
<b>PROJECT LOCATION MAP</b>		
<i>Insert Project Map Here</i>		
<b>PROJECT DESCRIPTION:</b>		
<b>PROJECT LENGTH:</b>		
<b>PROJECT TYPE</b>		
<input type="checkbox"/> CLASS I BIKEWAY	<input type="checkbox"/> BIKE LOCKERS	
<input type="checkbox"/> CLASS II BIKEWAY	<input type="checkbox"/> BIKE RACKS	
<input type="checkbox"/> CLASS III BIKEWAY..	<input type="checkbox"/> SIDEWALKS	



**CHECK IF PROJECT IS:**

- ☐ INCLUDED IN A CURRENTLY APPROVED ADOPTED PLAN
- ☐ WILL BE INCLUDED IN SUCH A PLAN DURING NEXT FISCAL YEAR
- ☐ MEETS CALTRANS DESIGN STANDARDS FOR BICYCLE FACILITIES (APPLIES TO BICYCLE PROJECTS)
- ☐ IS PROJECT MULTI-JURISDICTIONAL? IF SO, EXPLAIN HOW:

**ACTIVITY GENERATORS – CHECK ALL ACTIVITY GENERATORS DIRECTLY SERVED BY THE PROJECT**

- ☐ EMPLOYMENT CENTERS
- ☐ SCHOOLS
- ☐ SHOPPING
- ☐ PARKS AND RECREATION
- ☐ PUBLIC BUILDINGS
- ☐ OTHER (DESCRIBE):

**SAFETY CONSIDERATIONS**

POSTED SPEED LIMIT \_\_\_\_\_ MPH

PAVEMENT WIDTH \_\_\_\_\_ FEET

AVERAGE DAILY TRAFFIC \_\_\_\_\_

OTHER SAFETY FACTORS \_\_\_\_\_

**IS THIS PROJECT A MISSING LINK?**

☐

**YES**

☐

**NO**

**IF YES, EXPLAIN** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DOES THIS PROJECT LINK DIRECTLY WITH ANOTHER MODE OF  
TRANSPORTATION?**

☐

**YES**

☐

**NO**

**IF YES, EXPLAIN** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF YOUR AGENCY HAS OUTSTANDING PROJECTS FROM PRIOR YEARS,  
PLEASE GIVE THE CURRENT STATUS OF THOS PROJECTS.**

**ESTIMATED PROJECT COSTS (FOR MATCHING FUND CALCULATIONS:**

- 1. PRELIMINARY ENGINEERING, PROJECT  
ENGINEERING AND DESIGN COSTS** \$ \_\_\_\_\_
- 2. RIGHT-OF-WAY COST** \$ \_\_\_\_\_
- 3. PROJECT DEVELOPMENT COST** \$ \_\_\_\_\_
- 4. TOTAL PROJECT COST** \$ \_\_\_\_\_
- 5. LTF, ARTICLE 3 FUNDS REQUESTED** \$ \_\_\_\_\_
- 6. LOCAL MATCH** \$ \_\_\_\_\_
- 7. PERCENT LOCAL MATCH (LINE 6/LINE 4)** \$ \_\_\_\_\_

# **AGENCY REPORTS**

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## NOVEMBER SANBAG COMMUTER RAIL REPORT

### 1. PATRONAGE

#### **San Bernardino Line:**

Ridership on the San Bernardino Line increased 4% from last month and was up 3% compared to the same month a year ago. An early look at October data shows average daily ridership quite high, currently 11,320 passenger trips per weekday.

Saturday ridership was up almost 12% from August, but down 9% from September 2003. Preliminary October data shows slower patronage than September with a current average of 2,827 passenger trips per Saturday.

Sunday ridership was down almost 6% from last month and down almost 9% from the same month a year ago. At this point, October average daily ridership is about the same as September.

#### **Riverside-Ontario-Los Angeles Line:**

For the first time in over three years, a new ridership record was reached on the Riverside Line. The September ridership average is less than 1% higher than the previous record high from May 2001. At this point, October patronage is holding strong at 4,774 passenger trips per weekday.

#### **Inland Empire Orange County (IEOC)**

Weekday ridership on the IEOC Line was up 2% from last month but down 2% from September 2003. As of mid-October, average daily ridership is somewhat higher, currently at 3,619 passenger trips per weekday.

#### **Total System:**

Systemwide, ridership increased 2% from August and for the past four months has remained above 37,000 passenger trips per weekday. September 2004 ridership was almost 5% higher than September 2003. A preview look at October ridership shows the potential for a new ridership record with a current average of 38,688 passenger trips per weekday.

<b><u>Table 1</u></b>				
<b>Average Weekday Daily Ridership*</b>				
	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
September 2004	10,913	4,829	3,555	37,982
September 2003	10,624	4,431	3,638	36,264
% Change	+ 2.7%	+ 9.0%	- 2.3%	+ 4.7%
*Adjusted for Holidays				

<b><u>Table 2</u></b>		
<b>Average Weekend Ridership</b>		
	<u>San Bernardino</u> <u>Saturday</u>	<u>San Bernardino</u> <u>Sunday</u>
September 2004	3,046	1,660
September 2003	3,351	1,815
% Change	- 9.1%	- 8.5%

2. **ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)**

**San Bernardino Line:**

On-time performance for the San Bernardino Line improved this month compared to last month. Inbound trains picked up three percentage points and outbound trains picked up one point to finish September 94% and 91% on time, respectively. A third of the fifty-four reported delays were due to Metrolink meet/turn conflict.

**Riverside-Ontario-Los Angeles Line:**

On-time performance results worsened for the Riverside Line this month. Inbound trains dropped seven percentage points, from 93% on time in August to 86% on time in September. Outbound trains dropped three points to finish September 89% on time. Eighteen of the thirty-two reported delays were caused by dispatching.

**Inland Empire-Orange County (IEOC) Line:**

On-time performance also worsened for the IEOC Line compared to last month. Southbound trains dropped from 95% on time in August to 91% on time in September and northbound trains dropped from 89% to 87% on time. Ten of the twenty-seven reported delays were caused by dispatching.

**Table 3**

**On-Time Performance**  
Percent of weekday trains arriving within 5 min. of scheduled time  
(September 2004 vs. September 2003)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
September 2004	94%	91%	86%	89%	91%	87%
September 2003	87%	81%	91%	94%	90%	86%



# South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182  
(909) 396-2000 • www.aqmd.gov

## Members of the Governing Board:

October 12, 2004

Chairman  
**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

To: Mayors and Councilmembers

Vice Chairman  
**S. Roy Wilson, Ed.D.**  
Supervisor, Fourth District  
County of Riverside

From: Dennis R. Yates, Councilmember/City of Chino  
Cities of San Bernardino County  
Board Member, South Coast AQMD

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

Attached are the agenda items and the voting outcome of the October 1, 2004 AQMD Governing Board meeting.

**Jane W. Carney**  
Senate Rules Appointee

### **PUBLIC HEARING ITEMS APPROVED AT OCTOBER 1, 2004 BOARD MEETING**

**William S. Craycraft**  
Councilmember, Mission Viejo  
Cities of Orange County

#### **Amend Rule 1122 – Solvent Degreasers**

**Beatrice J. S. LaPisto-Kirtley**  
Mayor, City of Bradbury  
Cities of Los Angeles County/  
Eastern Region

Rule 1122 currently provides a limited exemption that allows the use of high-VOC solvents for small-sized degreasers that are used in certain types of cleaning applications. This exemption will expire after January 1, 2005. The proposed amendment to Rule 1122 will allow a permanent, conditional exemption for certain specialized cleaning categories. Minor clarifications are also being proposed. (Review: Stationary Source Committee, August 27, 2004)

**Ronald O. Loveridge**  
Mayor, Riverside  
Cities of Riverside County

Majority Votes: Yes – 10; No – 0; Absent – 2

**Jan Perry**  
Councilmember, Los Angeles  
Cities of Los Angeles County/  
Western Region

#### **Informational Hearing and White Paper for Proposed Amendments to RECLAIM**

**Bill Postmus**  
Supervisor, First District  
County of San Bernardino

An informational hearing will be held in October on the proposed amendments to RECLAIM rules. In conjunction with this hearing, staff will provide a White Paper which highlights BARCT determinations, cost-effectiveness, and options for achieving reductions from the program. The White Paper and the informational hearing are intended to provide the Board with a status update on the rule development process, identify key issues and viewpoints, and give the public an opportunity to raise their concerns. (Review: Stationary Source Committee, July 23 and August 27, 2004)

**James W. Silva**  
Supervisor, Second District  
County of Orange

**Cynthia Verdugo-Peralta**  
Governor's Appointee

**Dennis Yates**  
Councilmember, Chino  
Cities of San Bernardino County

Informational Item Only – No Action



## **OTHER BUSINESS**

### **Oppose California Performance Review Recommendations Regarding Erosion and Removal of Local Air Agency Permitting Authority and Air Quality Regulations for Petroleum Infrastructure and Elimination of California Air Resources Board**

This action is to oppose three proposals within the California Performance Review that would have detrimental affects on the air quality within our region and public's access to decision-making at the State level.

Majority Votes: Yes – 9; No – 1; Absent – 2.

# **COMMITTEE MEMBERSHIPS ACRONYM LISTING**

## SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	S. Longville			
District 8 (Rialto, Fontana)	D. Robertson			
District 9 (Rancho Cucamonga, Upland, Montclair)	W. Alexander			
District 10 (Chino, Chino Hills, Ontario)	G. Ovitt			G. Ovitt
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Burgnon			P. Biane
San Bernardino County	P. Biane			
SANBAG Subregional Appointees*		Vacant (T. Burgnon) Vacant (J. Gonzales)	Jon Harrison Vacant (M. Dube)	G. George M. Nuaimi

\*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven appointees to the policy committees.

SCAG Regional Transportation Plan Committees: Nominations are made by the SANBAG Board; appointments are made by the SCAG President.

Subregional/Regional Relations Task Force Committee	High Speed Rail	Goods Movement	Long-Term Transportation Finance	Four Corners
G. Norton-Perry	J. Valles B. Alexander	G. Norton-Perry	L. Garcia M. Nuaimi	G. Norton-Perry F. Aguilar E. Ulloa G. Ovitt

Aviation Committee: Mike Rothchild  
Highway and Transportation Task Force: T. Burgnon  
Water Policy Task Force: S. Longville

## SANBAG Representatives on SCAG Committees

### Rules of Appointment:

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

### Terms of Appointment:

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in April of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

### Stipend:

Regional Council members receive a \$120 per day "fee for service" for a maximum of four meetings per month. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SANBAG appointees to SCAG Policy Committees receive \$70 per day fee for service from SCAG.

### Meeting Information:

SCAG Regional Council, Standing Committees, and Policy Committees meet the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m.	Policy Committees
12:00 noon	Regional Council

**Regional Transportation Plan Committees:** Developed to address unresolved issues identified in developing the 1998 RTP. These committees include elected and staff representatives appointed by SCAG's President based on subregional and SANBAG nominations. SANBAG reimburses for travel only. Metrolink tickets are also available at the SANBAG offices.

### Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, and community development, infrastructure, employment, and regional disaster preparedness issues. This committee reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, and solid waste management, natural resources conservation, and energy conservation. This committee reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. This committee also provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation,

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. The committee reviews and recommends to the Regional Council all major utility development plans. The committee addresses the location, size, or capacity, timing, and impact of facilities.

# SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Administrative Committee</b> SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Paul Biane, President Kelly Chastain, Colton, Vice President (Chair) Patti Aguiar, Supervisor Bill Alexander, Rancho Cucamonga, Past Pres. Edward Burgnon, Apple Valley Robert Christman, Loma Linda Paul Eaton, Montclair Dennis Hansberger, Supervisor James Lindley, Hesperia Larry McCallon, Highland Gwenn Norton-Perry, Chino Hills Clifford Young, Supervisor	6/30/2005 6/30/2005 12/31/2005 6/30/2005 12/31/2004 12/31/2005 12/31/2004 12/31/2005 12/31/2004 12/31/2004 12/31/2005 12/31/2005
<b>Commuter Rail Committee</b> Eight Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair) Lee Ann Garcia, Grand Terrace (Vice Chair) Bill Alexander, Rancho Cucamonga* Kelly Chastain, Colton** Robert Christman, Loma Linda Paul Eaton, Montclair * Eunice Ulloa, Chino Judith Valles, San Bernardino**	12/31/2005 (6/30/2005) 12/31/2005 (6/30/2005) Indeterminate Indeterminate 12/31/2005 Indeterminate 12/31/2005 Indeterminate
<b>Mountain/Desert Committee</b> Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Jim Bagley, Twentynine Palms (Chair) Bill Postmus, Supervisor (Vice Chair) Edward Burgnon, Apple Valley Paul Cook, Yucca Valley Lawrence Dale, Barstow Dennis Hansberger, Supervisor Neal Hertzmann, Big Bear Lake James Lindley, Hesperia Jim Nehmens, Adelanto Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2004) Indeterminate (6/30/2004) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

<b><u>Policy Committee Meeting Times</u></b>	
Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Second Wednesday every other month (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., Ontario
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans and Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin

**SANBAG Acronym List**

MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century of 1997
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents,  
San Bernardino Associated Governments  
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,  
multi-modal transportation system
- Strengthen economic development  
efforts
- Exert leadership in creative problem  
solving

To successfully accomplish this mission,  
SANBAG will foster enhanced relationships  
among all of its stakeholders while adding  
to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996